

**ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT
FOR A WORKERS' COMPENSATION THIRD PARTY ADMINISTRATOR**

THIS AGREEMENT ("Agreement") #2019.018 is made this 28 day of may 2019, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Tristar Risk Management, located at 700 Oceangate, Suite 700, Long Beach, CA 90802, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties."

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached RFP 2019.018 and the Contractor's response to the RFP 2019.018 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date of execution entered above.
- 3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for up to four, one year renewals providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals must be mutually agreed upon in writing by the County and the Contractor.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of \$66,789.00 in addition to fees for various services stated in the Contractor's Pricing Form submitted in response to the RFP and attached in Exhibit A.

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.
5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**
6. **NONDISCRIMINATION:**
- 6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**
- 6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.
8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

- 8.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
- 8.1.1. Each Occurrence: \$1,000,000
- 8.1.2. General Aggregate: \$2,000,000
- 8.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
- 8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)
- 8.2.2. Personal Injury Protection: Per Colorado Statutes
- 8.3. Workers' Compensation Insurance: Per Colorado Statutes
- 8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.
- 8.4.1. Each Occurrence: \$1,000,000
- 8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:
- 8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
- 8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
- 8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from

any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

- 8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

- 9.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages.

10. WARRANTY:

- 10.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

11. TERMINATION:

- 11.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 11.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this

Agreement, less payments previously made to the Contractor under this Agreement.

12. MUTUAL UNDERSTANDINGS:

- 12.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 12.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 12.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 12.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 12.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 12.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 12.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war,

embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

12.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective:

1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested;

2) Immediately upon hand delivery; or

3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Attorney's Office
Contact: Philip Padilla
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6308
E-mail: ppadilla@adcogov.org

Department: Adams County Purchasing
Contact: Kat Herrera
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6272
E-mail: kherrera@adcogov.org

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6116

Contractor: Tristar Risk Management
Contact: Karen Lesko
Address: 200 Union Boulevard, Suite 580
City, State, Zip: Lakewood, Colorado 80228
Phone: 888-538-9847 x 3215
E-mail: karen.lesko@tristargroup.net

12.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

12.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

- 12.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 12.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

13. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:

- 13.1. Amendments or Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.
- 13.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

14. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:
Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 14.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 14.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 14.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 14.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

- 14.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 14.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 14.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 14.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

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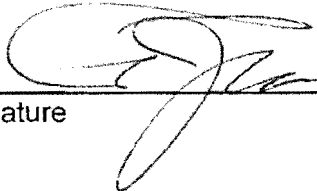
IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

ADAMS COUNTY COLORADO
County Manager


Raymond H. Gonzales

28 May 2019
Date

TRISTAR RISK MANAGEMENT


Signature

May 23, 2019
Date

THOMAS J. VEALE
Printed Name

PRESIDENT
Title

Attest:

Josh Zygielbaum, Clerk and Recorder


Deputy Clerk

Approved as to Form:


Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

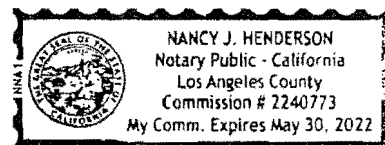
COUNTY OF Los Angeles)

STATE OF California)SS.

Signed and sworn to before me this 23 day of May, 2019,

by Nancy J. Henderson,


Notary Public



My commission expires on: May 30, 2022

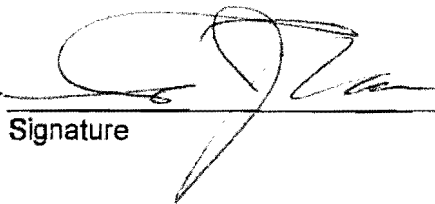
CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

TRISTAR Risk Management
Company Name

May 23, 2019
Date

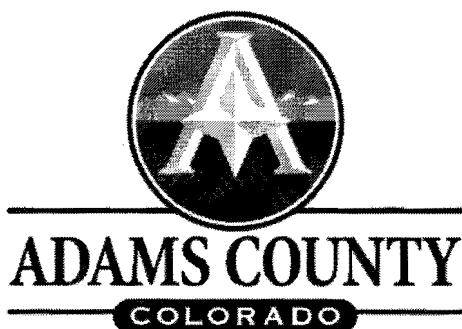

Signature

Thomas J. Veale
Name (Print or Type)

President
Title

Note: Registration for the E-Verify Program can be completed at:
<https://www.vjs-dhs.com/employerregistration>.

It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

REQUEST FOR PROPOSAL COVER SHEET

RFP Issue Date: **March 5, 2019**

RFP Number: **RFP-AF-2019-018**

RFP Title: **A WORKERS' COMPENSATION THIRD PARTY ADMINISTRATOR**

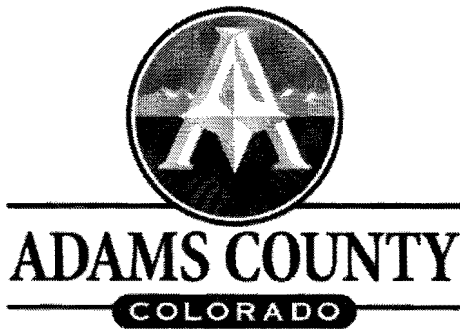
RFP Questions Due: **March 20, 2019 at 5:00pm MT**

Proposal will be received until: **March 29, 2019 at 2:00pm MT**
(Time according to our Clock)
Adams County Government Center
Central Front Lobby
4430 South Adams County Parkway,
Brighton, CO 80601

For additional information please contact: **Anna Forristall, Contract Specialist III**
720-523-6297
aforristall@adcogov.org

Documents included in this package:

- Proposal Instructions
- General Terms and Conditions
- Statement of Work (SOW)
- Pricing Form
- Contractor's Certificate of Compliance
- Contractor's Statement
- References Form
- Appendix A – Sample Agreement
- Appendix B – Vendor Information Form



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

REQUEST FOR PROPOSAL PROPOSAL INSTRUCTIONS

1. **PURPOSE/BACKGROUND:** The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting proposals for the purchase of **A WORKERS' COMPENSATION THIRD PARTY ADMINISTRATOR** as specified herein from a source of supply that will provide prompt and efficient service to the County.
2. **SUBMISSION OF PROPOSALS:** The proposal must be received before the due date and time as specified in this Solicitation. The Contractor is responsible for addressing the envelope as indicated below. If the submittal arrives late, it may be returned unopened. Address the envelope(s) as follows:

Mailing Address:

Adams County Government Center
Purchasing Division
4430 South Adams County Parkway
Brighton, CO 80601
ATTN: Anna Forristall
Contract Specialist III
RFP-AF-2019-018

Hand Deliveries accepted:

Adams County Government Center
First Floor Central Lobby Receptionist
4430 South Adams County Parkway
Brighton, CO 80601
ATTN: Anna Forristall
Contract Specialist III
RFP-AF-2019-018

3. All documents related to this RFP will be posted on BidNet at: <http://www.bidnetdirect.com/colorado/solicitations/open-bids>
 - 3.1. Interested parties must register with this service (free) to view and download these documents.
4. **TERM OF AGREEMENT:** This is a one year agreement with the option of four one year renewals.
 - 4.1. **OPTION TO RENEW FOR FOUR (4) SUBSEQUENT YEARS:** The prices or discounts quoted by the Contractor in its Proposal shall prevail for the first one year term of the Agreement, at which time the County shall have the option to renew the Agreement for four (4) subsequent one year periods and to negotiate price for each renewal term. Continuation of the Agreement beyond the initial period is a County prerogative and not a right of the Contractor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County and upon budget approval.

5. CONTRACTUAL OBLIGATIONS

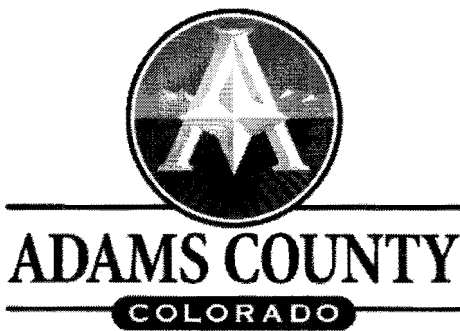
- 5.1. The successful Contractor will be required to sign an Agreement substantially similar to the Sample Agreement in Appendix A. The County reserves the right to add or delete provisions to the form prior to Agreement execution.
- 5.2. Issuance of this Solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
- 5.3. If a formal Agreement is required, the Contractor agrees and understands that a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
- 5.4. Contractor is responsible for reviewing the form Agreement and understanding the terms and conditions contained therein, including, but not limited to, insurance requirements, indemnification, illegal aliens, equal opportunity, non-appropriation, and termination.
- 5.5. Contractor's Response must state its willingness to enter into the form Agreement or Contractor shall identify and include any proposed revisions they have for the form Agreement. Any proposed revisions made by the Contractor after the County Notice of Intent to Award the Solicitation may be grounds for rescinding said Notice. The identification of willingness to enter into the standard Agreement is for general purposes at this time, but is part of the evaluation process and must be included. There may be negotiations on a project-by-project basis that provide further clarification.
- 5.6. Incorrect Pricing/Invoicing. As part of any award resulting from this process, Contractor(s) will discount all transactions as agreed. In the event the County discovers, through its Agreement monitoring process or formal audit process, that material or services were priced/invoiced incorrectly, Contractor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.
- 5.7. The County may, during the term of the Agreement and any extensions/renewals, request additional work at other locations throughout Adams County by the successful Contractor.

6. METHOD OF AWARD - It is the intent of the County to award an Agreement to the Contractor who provides the best value for Adams County.

- 6.1. Pricing MUST be submitted in a separate sealed envelope.
- 6.2. Evaluation criteria, other than costs, are evaluated first. After rating the written Responses, costs are then considered against trade-offs such as satisfaction of requirements in the Solicitation, qualifications, risk and incentives, and financial condition of the Contractor.

- 6.3. The County reserves the right to conduct negotiations with Contractors and to accept revisions of Responses. During this negotiation period, the County will not disclose any information derived from Responses submitted, or from discussions with other Contractors. Once an award is made, the Solicitation file and the Responses contained therein are in the public record.
- 7.7. Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via e-mail, to Anna Forristall, Contract Specialist III, aforristall@adcogov.org. The Contractor submitting the question(s) shall be responsible for ensuring the question(s) is/are received by the County.
7. Any official interpretation of this RFP must be made by an agent of the County's Purchasing Division who is authorized to act on behalf of the County. The County shall not be responsible for interpretations offered by employees of the County who are not agents of the County's Purchasing Division.
8. COOPERATIVE PURCHASING: Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.
- The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, Contractual disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity.
9. BUDGET: Budget will not be disclosed.
10. DEBARMENT: By submitting this proposal, the Contractor warrants and certifies they are eligible to submit a proposal because their company and/or subcontract(s) is/are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department or agency.

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Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

REQUEST FOR PROPOSAL GENERAL TERMS AND CONDITIONS

1. **APPLICABILITY:** These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Proposal" or "Response") made to Adams County (hereinafter referred to as "County") by all prospective Contractors, bidders, firms, companies, publishers, consultants, or suppliers (herein after referred to as "Contractor" or "Contractors") in response, but not limited, to all Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitation" or "Solicitations").
2. **CONTENTS OF PROPOSAL**
 - 2.1. **GENERAL CONDITIONS:** Contractors are required to submit their Proposals in accordance with the following expressed conditions:
 - 2.1.1. Contractors shall make all investigations necessary to thoroughly understand the requirements of the Solicitation. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist will be accepted as the basis for varying the requirements of the County or the compensation to the Contractor.
 - 2.1.2. Contractors are advised that all County Solicitations and Agreements are subject to all requirements contained in the County's Purchasing Division's Policies and Procedures and state and federal statutes. When conflicts occur, the highest authority will prevail.
 - 2.1.3. Contractors are required to state exactly what they intend to furnish to the County in their Proposal and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in a Contractor's Proposal, it shall be construed that the Contractor's Proposal fully complies with all conditions identified in this Solicitation.
3. **Equal Opportunity:** The County intends and expects that the Contracting processes of the County and its Contractors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Contractors make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as Subcontractors, Contractors, or otherwise. Accordingly, the Contractor shall not discriminate on any of the foregoing grounds in

the performance of any Agreement awarded to the Contractor, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the Agreement. If submitting a joint venture proposal, or a proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the Response.

4. **Colorado Open Records Act:** All documentation submitted in response to this Solicitation will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act. C.R.S. 24-72-201 *et. seq.* ("CORA"). Accordingly, respondents are discouraged from providing information that they consider confidential, privileged, and/or trade secrets as part of a response to this Solicitation. Any portions of submissions that are reasonably considered confidential should be clearly marked as such. The County does not guarantee the confidentiality of any record(s).

Careful consideration should be given before submitting confidential information to the County. The Colorado Open Records Act permits public scrutiny of most materials collected in this Solicitation process. Information that is reasonably considered proprietary should be clearly marked as confidential.

5. CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS

- 5.1. Where there appears to be variances or conflicts between the General Terms and Conditions, any Special Terms and Conditions and the Scope of Work/Specifications outlined in this Solicitation, the Scope of Work/Specifications, and then the Special Terms and Conditions, will prevail.

- 5.1.1. If any Contractor contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the Scope of Work/Statement of Work or any other portion of the Solicitation, the Contractor must submit a **written request** via email for clarification to the Point of Contact listed on the Cover Sheet of this Solicitation. The Contractor submitting the request shall be responsible for ensuring that the request is received by the County prior to the deadline for submitting questions.

- 5.1.2. The County shall issue a written addendum if substantial changes which impact the technical submission of Proposals are required. A copy of such addenda will be available at the Rocky Mountain E-Purchasing System (BIDNET) website. In the event of conflict with the original Solicitation documents, addenda shall supersede to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified.

- 5.1.3. **ADDENDUM/ADDENDA: CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ACKNOWLEDGING RECEIPT OF ALL ADDENDUM/ADDENDA POSTED ON THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET). EACH AND EVERY ADDENDUM MUST BE SEPARATELY ACKNOWLEDGED.**

5.2. PRICES CONTAINED IN PROPOSAL, DISCOUNTS, AND TAXES

5.2.1. Contractors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Proposals; discounts for periods of less than twenty days, however, will not be considered in making an award. If no prompt payment discount is being offered, the Contractor shall enter a zero (0) for the percentage discount to indicate net thirty days. If the Contractor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty (30) days, effective on the date that the County receives an accurate invoice or accepts the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.

5.2.2. Contractors shall not include federal, state, or local excise or sales taxes in prices offered, as the County is exempt from payment of such taxes.

5.2.2.1. Federal Identification Number: 20-1971780

5.2.2.2. State of Colorado Tax Exempt Number: 98-03569

6. SIGNING PROPOSAL AND COLLUSION

6.1. Contractor, by affixing its signature to the Proposal, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Proposal for the same items, or with the County. The Contractor also certifies that its Proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the County's public procurement process, all Contractors are hereby placed on notice that any and all Contractors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

7. PREPARATION AND SUBMISSION OF PROPOSAL

7.1. PREPARATION

7.1.1. The Proposal must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Contractor must be initialed by the authorized agent of the Contractor.

7.1.2. Proposals must contain a manual signature of an authorized agent of the Contractor in the space provided on the Contractor's Statement form. The Contractor's Statement form in this Solicitation must be included in all Proposals. If the Contractor's authorized agent fails to sign and return this form in its Proposal, the Proposal may be invalid and may not be considered.

- 7.1.3. The County logo is trademarked and property solely of the County. Contractors do not have permission to use the County's logo on any documentation or presentation materials and to do so would be a violation of the County's trademark.
- 7.1.4. Alternate Proposals will not be considered unless expressly permitted in the Scope of Work.
- 7.1.5. The accuracy of the Proposal is the sole responsibility of the Contractor. No changes in the Proposal shall be allowed after the date and time that submission is due.

7.2. SUBMISSION

- 7.2.1. The Proposal shall be sealed in an envelope with the Contractor's name and the Solicitation title and number on the outside. The County's Pricing Form, which is attached to this Solicitation, must be used when the Contractor is submitting its Proposal. The Contractor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the Solicitation or in an addendum duly issued by the County. Only sealed proposals received by the Purchasing Division will be accepted; Proposals submitted by telephone, email, or facsimile machines are not acceptable.
- 7.2.2. Failure to provide any requested information may result in the rejection of the Proposal as non-responsive.
- 7.2.3. Proposal must be submitted in the format supplied and/or described by the County. Failure to submit in the format provided may be cause for rejection of the proposal.
- 7.2.4. Contractor is responsible for ensuring their Proposal is received by the Purchasing Division prior to the deadline outlined in the Solicitation regardless of the method of delivery.
- 7.2.5. Contractors, which qualify their Proposal by requiring alternate Contractual terms and conditions as a stipulation for Agreement award, must include such alternate terms and conditions in their Response. The County reserves the right to declare a Contractor's Proposal as non-responsive if any of these alternate terms and conditions is in conflict with the County's terms and conditions, or if they are not in the best interests of the County.

8. LATE PROPOSALS

- 8.1. Proposals received after the date and time set for the opening/closing shall be considered non-responsive and may be returned unopened to the Contractor.

- 8.2. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 8.3. The County assumes no responsibility for a Proposal being either opened early or improperly routed if the envelope is not clearly marked on the outside:

**A WORKERS' COMPENSATION THIRD PARTY ADMINISTRATOR
RFP-AF-2019-018**

- 8.4. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the Purchasing Manager has the prerogative of rescheduling the proposal opening time and date. No proposal will be considered above all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Board of County Commissioners to close the County offices.

9. MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 9.1. MODIFICATIONS TO PROPOSALS. Proposals may only be modified in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the Proposals to be opened. Each modification submitted to the County's Purchasing Division must have the Contractor's name and return address and the applicable Solicitation number and title clearly marked on the face of the sealed envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the County's Purchasing Division will be considered the valid modification.

9.2. WITHDRAWAL OF PROPOSALS

- 9.2.1. Proposals may be withdrawn in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the opening of Proposals. Any withdrawal of a Proposal submitted to Adams County Purchasing Division must have the Contractor's name, return address, and the applicable Solicitation number and title clearly marked on the face of the envelope and on the withdrawal letter.

- 9.2.2. Proposals may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If a Proposal is withdrawn by the Contractor during this ninety-day period, the County may, at its option, suspend the Contractor and may not accept any Proposal from the Contractor for a six-month period following the withdrawal.

10. REJECTION OF PROPOSALS

- 10.1. REJECTION OF PROPOSALS. The County may, at its sole and absolute discretion:

- 10.1.1. Reject any and all, or parts of any or all, Proposals submitted by prospective Contractors;
 - 10.1.2. Re-advertise this Solicitation;
 - 10.1.3. Postpone or cancel the process;
 - 10.1.4. Waive any irregularities in the Proposals received in conjunction with this Solicitation.
- 10.2. REJECTION OF A PARTICULAR PROPOSAL. In addition to any reason identified above, the County may reject a Proposal under any of the following conditions:
- 10.2.1. The Contractor misstates or conceals any material fact in its Proposal;
 - 10.2.2. The Contractor's Proposal does not strictly conform to the law or the requirements of the Solicitation;
 - 10.2.3. The Proposal expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation;
 - 10.2.4. The Proposal does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Proposal in accordance with the Solicitation; and/or
 - 10.2.5. The Proposal has not been executed by the Contractor through an authorized signature on the Contractor's Statement form.
- 10.3. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals.

11. ELIMINATION FROM CONSIDERATION

- 11.1. A Proposal may not be accepted from, nor any Agreement be awarded to, any person or firm which is in arrears to the County upon any debt or Agreement or which is a defaulter as surety or otherwise upon any obligation to the County.
- 11.2. A Proposal may not be accepted from, nor any Agreement awarded to, any person or firm who has failed to perform faithfully any previous Agreement with the County or other governmental entity, for a minimum period of three years after the previous Agreement was terminated for cause.
- 11.3. Any communications in regards to this RFP must go through the Adams County Purchasing Division only. Any contact with other County personnel or County Contractors may be cause for disqualification.

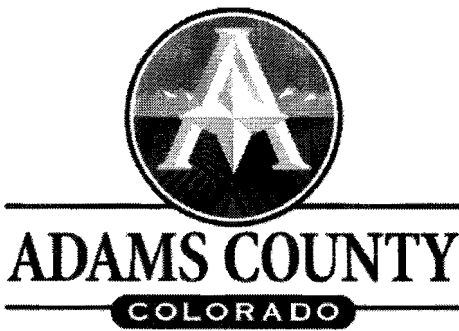
11.4. No damages shall be recoverable by any challenger as a result of the determinations listed in this Section or decisions by the County.

11.5. The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.

12. QUALIFICATIONS OF CONTRACTOR: The County may make such investigations as deemed necessary to determine the ability of the Contractor to perform work, and the Contractor shall furnish all information and data for this purpose as the County requests. Such information includes, but is not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, Agreements cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Contractor fails to satisfy the County that such Contractor is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. Conditional Proposals will not be accepted.

13. AWARD OF SOLICITATION: The County shall award this Solicitation to the successful Contractor through the issuance of a Notice of Intent to Award. All Contractors that participated in the Solicitation process will be notified of Contractor selection. No services or goods shall be provided, and no compensation shall be paid, until and unless an Agreement has been signed by an authorized representative of the County and the Contractor.

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Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

REQUEST FOR PROPOSAL SCOPE OF WORK

I. INTRODUCTION

Adams County is seeking proposals from qualified and experienced firms to provide **A WORKERS' COMPENSATION THIRD PARTY ADMINISTRATOR.**

II. REQUIRED DOCUMENTATION

Failure to provide the required information may deem your submittal non-responsive.

Items which must be included in the response/submittal in order to be accepted and evaluated:

- Proposal
- W-9
- Pricing Form (In separate marked and sealed envelope)
- Contractor's Certification of Compliance (Signature required)
- Contractor's Statement (Signature required)
- References Form - Four (4) recent projects of similar size and scope or complexity
- Vendor Information Form
- One (1) marked ORIGINAL proposal, One (1) USB or CD with a single PDF formatted proposal and four (4) paper hardcopies of the proposal.

III. RESPONSE FORMAT

Failure to respond in the required format may deem your submittal non-responsive.

SUBMISSION OF PROPOSALS: ONE (1) hardcopy proposal marked ORIGINAL, ONE (1) electronic original version (USB or CD with a single PDF formatted proposal document) and four (4) PAPER COPIES of the proposal submittal. The Proposal must be received at the time and place specified on the first page of this Solicitation. Submittals should be prepared simply and economically providing a straightforward, concise description of the Contractor's ability to perform the requirements of this Solicitation. Failure to submit the required number of copies may deem the Contractor non-responsive. **The electronic copy shall be an EXACT reproduction of the original documents provided. All sections shall be combined into a single PDF electronic document.**

PRICING MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE. THERE MUST NOT BE ANY PRICING INFORMATION WITHIN THE HARD COPY PROPOSALS.

1. Provide Proposal submittal without reference to Adams County logo.
2. Proposal shall be in an organized and easy-to-find format.
3. Profile of the Firm (if applicable) – State whether your firm is local, national, or international.
Also include the following:
 - a. The Firm's key contact name, phone number and email address for this project. (Your Firm's "Project Manager").
 - b. The size of the firm and the size of the local office.
 - c. Number and nature of the professional staff to be assigned to the project on a full-time basis.
 - d. Number and nature of staff to be assigned to this project on a part-time basis.
 - e. Identify the supervisory and management staff who will be assigned to the engagement. Provide resumes for each person that will be assigned to this engagement.
 - f. Provide any substantiated complaints against the firm in the last three (3) years and any outstanding litigation.

IV. BACKGROUND:

Adams County is seeking a Workers' Compensation Third Party Administrator (TPA) for its' Self Funded Workers' Compensation Fund and is looking for comprehensive services to manage and administer these claims.

The County is particularly interested in a Workers' Compensation Third Party Administrator who can offer creative, innovative approaches, with a proven track record, that allows the County to contain or reduce costs. Further, support is requested in selected General Liability Claims.

The County has the following activities:

- Average Number of Claims per Year – 175 (Indem 27; MO-119; RO29)
- Number of Claims in Litigation - 11
- Open Tail Claims – 6
- Experience Mod - 0.81
- Salary Continuation – 80 hours per injury
- Excess Carrier – Midwest Employers – SIR \$650,000
- Current TPA – Tristar Risk Management
- Current RMIS for Claims Administration – Tristar Proprietary RMIS
- Current Number of Employees – @2,300

The selected TPA will perform a full range of workers' compensation program services related to claims management, analysis and reporting.

V. SCOPE OF WORK

- Review and process all workers' compensation claims.
- Create files and conduct the necessary investigations in consultation with the County.
- Establish and maintain reserves on the basis of most probable final cost.
- Obtain medical reports and pay medical bills as required by statute. Monitor treatment for appropriateness.
- Admit or deny claims, with prior approval from the County, in accordance with statutory guidelines based on investigation and analyses of medical information.
- Pay disability benefits on admitted cases in a timely manner. Obtain medical verification on continuing disability before payment.
- Outline claim strategy regarding defense and further claim handling in accordance with settlement authorization by the County.
- Refer claims to authorized counsel when necessary.
- Assist the County with defense of litigated cases when requested.
- Investigate and refer files for subrogation, where appropriate.
- Refer cases to vocational rehabilitation in accordance with State requirements.
- Appropriately document all files.
- When requested, provide copies of all written correspondence to medical care providers, claimants, attorneys, rehabilitation counselors, investigators, State agencies and the County as their interests may require.
- Attend hearings, pre-hearings and settlement conferences as needed.
- Reports to excess insurer per policy requirements.
- Provide monthly cumulative check register, giving a summary of all medical, indemnity and other payments for that month.
- When requested, quarterly vendor reports.
- Provide 1099's to vendors.

- Provide annual data for the calculation of the County's experience modification factor.
- Analysis of claims data.
- Monthly performance/experience reporting to include trend analysis.
- Reports for annual self insurance permit renewal and loss runs for IBNR.
- Provide annual benchmarking report.
- Provide quarterly staffing on all open claims.
- Provide consultation on best practices including return to work program.
- Provide updates, education, and recommendations on trends in workers' compensation claims management.
- Assist with development of long range goals, objectives and strategies including recommending innovative ideas and new products, proven programs and services to ensure a cost effective workers' compensation program.
- Provide telephone consultation as needed.
- Provide RMIS that allows for direct/online claim entry and County access to view claim information.
- Provide comprehensive range of services, including fee scheduling, pharmacy management, specialist network, diagnostic referrals, DME, investigations, set asides and bill payment.
- Provide full transparency of all fees with specific details for services provided including:
 - Monthly/ Annual Fees
 - Per Claim Fees
 - Special Project Fees
 - File Conversion Fee, if any
 - All other fees
 - Specifically itemize fees in your proposal and then provide one single price in the Proposal Form.

WC TPA QUESTIONNAIRE

Please include your answers to these questions in your proposal

1. Describe the ownership of your organization and provide a brief company history, with focus on your workers' compensation administration division including the number of employees within CO, the total number of clients within the State of Colorado and the total number of clients that are public entities in Colorado. Describe the structure of the office that would service Adams County, if chosen.
2. Provide the responsibility and background information on each member of the proposed account team including years of experience. List the office location for each individual. Please include data on the average number of open claims managed by each adjuster.
3. What kind of training (industry, internal, computer, other) does your firm expect or require your staff to receive?
4. Provide details about how our account will be handled.
5. Do you provide any performance guarantees? If so, please explain in detail.
6. If available, please provide a copy of your company's best claim practices.
7. Please describe your cyber/information security methods.
8. Describe education services that you expect to provide to our account and any additional services that are available at our request. Note which services will be subject to an additional fee. Please provide samples of materials that you offer.
9. Do you provide employee communication services for your clients' employees? If so, please provide a general description of your capabilities. Please provide sample employee communication materials that you have distributed to other clients, include technology based approaches and identify additional costs, if any.
10. Discuss briefly any other divisions or special expertise you have that may be helpful to Adams County's Workers' Compensation program.
11. Please include a list of any workers' compensation services that may be available to the County and include the cost of those services including online services. Please provide samples of these services.
12. What is the turnover rate for your adjusters?
13. Provide details of how your firm will be compensated. List any services that you charge for separately.
14. Please provide two (2) references of accounts that have terminated services within the past two years. Please describe the reason(s) for termination.

15. Please provide at least four (4) current account references in Colorado.
16. Please list any current clients that are governmental entities.
17. Discuss any impending changes in your organization that could impact the delivery of your services.
18. Describe the form of professional liability or errors and omissions Insurance carried by your company and the amount of coverage.
19. Describe in detail your service philosophy, and the number of staff members available to support your clients.
20. List additional ways that your firm can assist with the management of workers' compensation, including preparation of claims activity reports; executive summary reports; annual financial projections for budgeting purposes analysis, etc.
21. Describe in detail your data analytics capabilities.
22. Indicate how you keep clients informed of regulatory and legislative changes.
23. Please provide samples/examples of communication materials and resources you provide both printed and electronic.
24. Describe any other facets of your organization and your firm's experience that are relevant to this proposal that have not been previously described and that you feel warrant consideration.
25. Describe your quality assurance process and frequency of internal operational audits.
26. Please provide your timeline for implementation of this Contract, if you are selected.

VII. EVALUATION CRITERIA

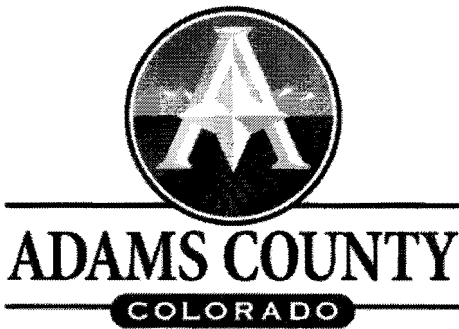
All proposals will be evaluated based on the following criteria:

- Expertise and experience of the representative(s) that will be assigned to our account.
- Understanding of the services requested and outlined in the STATEMENT OF WORK.
- Innovative or creative solutions offered in proposal
- Location and availability of the personnel assigned to the County's account.
- Administration Fees for services provided

A second phase may be incorporated in the procurement process, in which the Evaluation Committee will invite a limited number of vendors who received the highest scores during phase one to provide an oral presentation. If the Committee incorporates this second phase, the numbers of vendors who are invited to provide oral presentations will be determined by the Committee after the written Proposals have been scored. The evaluative score from the oral presentation will be used to determine the successful supplier.

END OF STATEMENT OF WORK

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Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
PRICING FORM: 2019.018
(Submit in separate sealed envelope)**

Contractor Name

Date

Contact Person

Title

Phone

Email Address

TOTAL ADMINISTRATION FEES: \$ _____

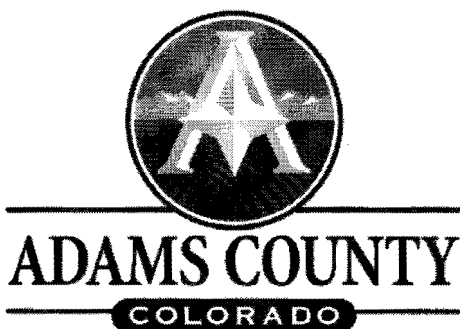
List what's included in this price: _____

COST TO TRANSFER INFORMATION INTO RMIS: \$ _____

ESTIMATED TIME TO TRANSFER INFORMATION INTO RMIS: _____

ADDITIONAL SERVICES AVAILABLE AND THOSE FEES:

_____	\$
_____	\$
_____	\$
_____	\$
_____	\$
_____	\$



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
CONTRACTOR'S CERTIFICATION
OF COMPLIANCE
(Signature Required)**

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a Agreement for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or Agreement with an illegal alien who will perform work under the attached Agreement for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached Agreement for services.

Contractor Name

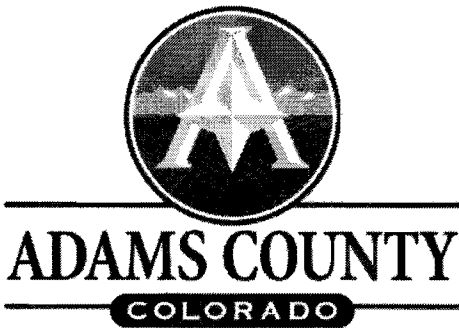
Printed or Typed Name

Signature

Title

Date

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
CONTRACTOR'S STATEMENT**
(Signature Required)

Pursuant to 2 C.F.R. Part 200 Subpart C 200.213, Contractor certifies that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency, and has read and fully understand all the conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said conditions as stated or implied. In consideration of the above statement, the following Proposal is hereby submitted.

If any of the documents listed on the cover page are missing from this package, contact Adams County Purchasing. If you require additional information, call the Purchasing Division contact person.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Proposal, (3) the Proposal is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this Solicitation, and (4) the Contractor will accept any awards made to it as a result of the Proposal submitted herein for a minimum of 120 calendar days following the date of submission.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

(List addendum numbers separately): _____

Contractor Name _____ Date _____

Signature _____ Printed Name _____

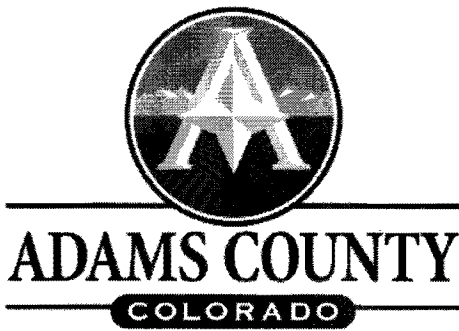
Title _____

Address _____

City, State, Zip Code _____ County _____

Telephone _____ Fax _____

Email _____



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
REFERENCE FORM**
(Recent projects of similar size or scope)

1. Company Name

Address

Contact Name & Phone

Contact Email Address

Project Name

Project Date & Project Value

2. Company Name

Address

Contact Name & Phone

Contact Email Address

Project Name, Date & Value

3. Company Name

Address

Contact Name & Phone

Contact Email Address

Project Name, Date & Value

4. Company Name

Address

Contact Name & Phone

Contact Email Address

Project Name, Date & Value

EXHIBIT A

Response to Request for Proposal
No. RFP-AF-2019-018

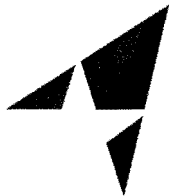
A Workers' Compensation Third Party Administrator

Presented To:

**ADAMS County,
Colorado**

Anna Forristall
Contract Specialist III
Adams County Government Center
Central Front Lobby
4430 South Adams County Parkway
Brighton, CO 80601
720-523-6297
aforristall@adcogov.org

Presented By:



TRISTAR[®]

Karen Lesko, CRM
Director, Sales and Client Solutions
200 Union Blvd., Suite 580,
Lakewood, Colorado 80228
Office: (888) 538-9847 Ext. 3215
Fax: 720-962-0301
Mobile: 303-588-1473
Karen.Lesko@tristargroup.net

transforming risk into opportunity[®]

March 11, 2019

Anna Forristall, Contract Specialist III
Adams County Government Center Central Front Lobby
4430 South Adams County Parkway
Brighton, CO 80601



RE: Response to Request for Proposal No. RFP-AF-2019-018
A Workers' Compensation Third Party Administrator
Deadline: March 29, 2019, 5:00 PM MT

Dear Ms. Forristall:

Thank you for the opportunity to submit this proposal to serve as Third Party Administrator (TPA) for Adams County (County). TRISTAR Risk Management, the proposer, is a member company of TRISTAR Insurance Group (TRISTAR). TRISTAR provides claims administration service and managed care solutions to governmental entities and corporate organizations across the United States.

It is our desire to continue our successful partnership-like relationship with the County and its Risk Management team and County associates to ensure prompt, fair, and equitable claims evaluation, administration, and settlement.

TRISTAR has been providing claims administration and managed care services for the County since September 2016. The TRISTAR Team will continue to provide and manage the workers' compensation and liability claims administration and managed care service programs including medical bill review, PPO Network access, nurse triage and call center offerings and other related TPA services as outlined in the request for proposal (RFP).

TRISTAR provides a professional claims administration program that is personalized to meet and exceed the needs and vision of Adams County. We manage all claims with merit promptly and efficiently and resist those claims or services that are not compensable.

We have thoroughly reviewed and understand the Scope of Services, the form Agreement, terms and conditions contained in the RFP and are willing to accept and enter into the agreement with the County as noted in RFP and Section 5 Contractual Obligations.

Factors that differentiate TRISTAR in the claims administration industry include our internal audit review, customized program flexibility, cost containment programs, electronic data exchanges, paperless and imaged technological environment, client training programs, provider E-Billing initiatives, and longevity in the market. Overall, TRISTAR seeks to deliver world-class service and provide superior economic outcomes for its clients.

We are a sponsor for public entity professional organizations locally, regionally and nationally. We invite and encourage our public entity clients to participate in these meetings and events. We recognize that our services must be provided on a fair and cost effective basis and believe that we are able to do this better than anyone in the industry.

TRISTAR looks forward to continue to provide exceptional service and working with the County to streamline our program to provide the most effective processes and solutions for the County's claims management programs, now and well into the future.

Sincerely,

Karen Lesko, CRM, Director, Sales and Client Solutions

Response to Request for Proposal
No. RFP-AF-2019-018

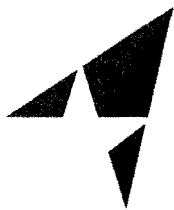
A Workers' Compensation Third Party Administrator

Presented To:

**ADAMS County,
Colorado**

Anna Forristall
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Office: (888) 538-9847 Ext. 3215
Fax: 720-962-0301
Mobile: 303-588-1473
Karen.Lesko@tristargroup.net

PRICING FORM 2019.018



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
PRICING FORM: 2019.018
(Submit in separate sealed envelope)**

TRISTAR Risk Management

March 8, 2019

Contractor Name	Date
Karen Lesko, Director, Sales and Client Solutions	720-962-0222 Ext. 3215
Contact Person	Title
karen.lesko@tristargroup.net	Phone
Email Address	

TOTAL ADMINISTRATION FLAT ANNUAL FEES: \$66,789.00 (Workers' Compensation Annual Fee)

TOTAL ADMINISTRATION COST PER CLAIM LIABILITY FEES:

ONE TIME FEES	
AUTOMOBILE	
Auto Liability – Bodily Injury	\$757
Auto Liability – Physical Damage	\$432
Auto Physical Damage	\$298
GENERAL LIABILITY	
General Liability - Bodily Injury	\$735
Property Damage	\$432
Products	\$1,088
BUILDING/PROPERTY (1ST Property)	\$575
BOILER AND MACHINERY	\$650
CRIME (Fiduciary/Forensic Type Claims)	\$650
Report Only (Up to One Payment)	\$150
REOCCURRING FEES	
PROFESSIONAL LIABILITY (PUBLIC OFFICIALS/EMPLOMENT PRACTICES/LAW ENFORCEMENT/E70/WRONGFUL ACTS)	\$1,400 for the first 24 months; \$1,000 for each subsequent year

List what's included in this price: Please see answer to Question # 11 which specifies Account Management, RMIS Access, and other related TPA Services. Please see below.

COST TO TRANSFER INFORMATION INTO RMIS: \$ 0 - Not Applicable – TRISTAR is handling the claims and they do not need to be transferred.

ESTIMATED TIME TO TRANSFER INFORMATION INTO RMIS: Not Applicable

ADDITIONAL SERVICES AVAILABLE AND THOSE FEES:

Unless otherwise noted, claim service fees quoted presume use of TRISTAR Managed Care services. In order to provide a wide array of quality services to control Adam County's loss costs, TRISTAR Insurance Group, Inc. (TRISTAR) has developed preferred vendor networks to provide certain specialty services. These specialty services include, but may not be limited to: early intervention, nurse triage, telephonic and

field nurse case management, utilization review, medical bill review, PPO network access, Specialty Carve-out PPO networks for Diagnostic Services, and Durable Medical Equipment (collectively "Managed Care Services"), claim reporting (telephonic, electronic, fax or internet), Special Investigation (SIU), and index bureau reporting.

In order to provide specialty services that are both efficient and fully integrated with its overall Best Practices claims management, TRISTAR has established an operations model in cooperation with the preferred providers that includes customized workflows, constantly maintained system interfaces and uniform billing procedures. TRISTAR's field staff is regularly trained in the utilization of the specialty services.

Fees and expenses for these specialty services will be charged to Adam County's loss fund accounts as Allocated Loss Adjustment Expenses (ALAE) (or Loss where required by state law) according to TRISTAR's preferred provider price list, which will be adjusted from time to time.

SERVICES		FEES	
Medical Bill Review:			
Provider/Ancillary Bill Review		\$8.50 per bill	
PPO/Pharmacy/DME		27% of Savings (all savings are post fee schedule or U&C)	
Specialty Bill/Out of Network Review		27% of Savings (all savings are post fee schedule or U&C)	
Duplicate Bills *Duplicate Line Items Monthly Savings Reporting Reconsiderations	}	No Charge	
Utilization Review:			
Pre-clinical review		\$22 per pre-clinical review. Fee waived if case proceeds to utilization review	
Pre-Certification (In- or Out-Patient)		\$140 per pre-certification	
Concurrent Review (Review during hospitalization or outpatient treatment, as treatment progresses to ensure duration and type of treatment meet appropriate guidelines)		\$125 per hour.	
Peer Review:			
Level 1 (Includes review of medical records and communication of decision in writing to all parties)		\$250 flat rate for peer review of episodes of care identified on medical bill review.	
Level 2 (Includes review of medical records, discussion with treating physician and communication of decision in writing to all parties)		\$295 flat rate when assigned by a nurse case manager following case manager file review, or receipt of a referral by adjuster for review.	
Enhanced Intake and Nurse Triage:			
Enhanced Telephonic First Notice (Operator service by medical assistants. Injured employee and/or supervisor calls to report claims, assistance with PPO direction, questions and referrals. Optional integration with nurse triage services.)		\$20 per intake call (waived if call moves to triage)	
Telephonic Nurse Triage (Nurse aids injured worker in self-treatment or sets up appointment with appropriate provider utilizing medical triage guidelines/follow up calls)		\$120 per intake call	
Nurse Case Management:			
Telephonic/Field Case Management		\$105 per hour (*plus Mileage at IRS mileage rate for Field)	

Catastrophic Case Management (High level of RN interaction with immediate response to significant injury, e.g. severe head injury, severe burns, gunshot. Available 24x7)	\$150 per hour plus mileage
Pharmacy Benefit Management (PBM):	
Point of sale utilization review	\$125 per hour billed at 10 minute increments
Nurse Intervention: Complex Pharmacy Management , Weaning Protocols (Available when opioids have been prescribed for 60+ days with no evidence that physician will end treatment pattern.)	\$125 per hour
Physician Intervention: Complex Pharmacy Management. (Utilized in instances of numerous drug interactions of opioids, hypnotics and anti-depressants, requiring a physician-to-physician review of treatment pattern and weaning options. Follow up calls made by nurse case manager.)	\$125 per hour nursing intervention plus pass through of actual physician fees
Liability Medical Cost Containment:	
Liability Medical Bill Review	\$25 flat fee per bill
RN Liability Medical Review	\$125 per hour
Other Services:	
Special Investigations	Outsourced, at cost – typically \$85 per hour
Mileage	IRS allowance rate

Definition of Allocated Loss Adjustment Expense(s) (ALAE) - Allocated Loss Adjustment Expenses includes any fee or expense which is chargeable or attributable to the investigation, coverage analysis, adjustment, negotiation, settlement, defense or general handling of any Claim or action related thereto, or to the protection and/or perfection of the County and/or Carrier's right of subrogation, contribution or indemnification, all as reasonably determined by TRISTAR.

ALAE include, but may not be limited to:

- Attorney's fees and disbursements
- Fees and expenses incurred for handling any legal actions, including trials or appeals including deposition fees; cost of appeal bonds; court reporter or stenographic services, filing fees, and other court costs, fees and expenses; transcript or printing services and all discovery expenses; service of process; witnesses' testimony and corresponding travel expenses, opinions, or attendance at hearings or trial;
- Statutory fines or penalties
- Pre- and post-judgment interest paid as a result of litigation, unless regulatory or reporting requirements define such interest as loss or indemnity payments;
- Subcontractors' fees and travel expenses, including independent adjusters, automobile and property appraisers.
- Experts' fees and expenses, for advice, opinions, or testimony concerning claims under investigation or in litigation and costs of appraisals
- Fees and expenses for surveillance, undercover operative and detective services or any other investigations
- Costs of legal transcripts of testimony taken at coroner's inquests, criminal proceedings, or civil proceedings;
- Fees and expenses for medical examinations, or autopsies, including diagnostic services, and related transportation services; durable medical equipment; and medical reports and rehabilitation evaluations, unless regulatory or reporting requirements define such fees and expenses as loss or indemnity payments

- Fees and expenses for any public records, medical records, credit bureau reports, index bureau reports
- Costs of photographs and photocopy services
- Medical or vocational rehabilitation fees and expenses
- Medical cost containment services, including, but not limited to:
 - Medical Bill Review (Fee Schedule)
 - Preferred Provider Organization Network Access and Specialty Bill Review
 - Telephonic / Field Medical Case Management
 - Utilization Review Inpatient/Outpatient
 - Concurrent Review Inpatient/Outpatient
 - Catastrophic Case Management
 - Peer Review
- Costs of independent medical examinations and/or evaluations for rehabilitation and/or to determine the extent of the Client's liability
- State mandated electronic data interchange (EDI) costs, if applicable (No Fee, if performed by TRISTAR)
- ISO Index (includes Central Index Bureau, Office of Foreign Asset Control, Child Support Enforcement (No Fee, if performed by TRISTAR)
- Federal query/reporting fees for Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007, and Medicare Set-Asides (No Fee, if performed by TRISTAR)
- Telephonic First Notice of Loss Intake
- Extraordinary travel and related fees and expenses incurred by TRISTAR at the express request of the Client, which are not otherwise payable under this Agreement.

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PRICING Form 2019.018 can be found in the included separate sealed/labeled envelope

Executive Summary

Founded in 1987, TRISTAR is the largest privately held third party administrator in the nation. TRISTAR provides property and casualty, absence management and employee benefit claims administration, and managed care services, for self-insured organizations and insured organizations. We generate nearly \$100 million in revenue, and employ nearly 1,000 professionals throughout the country. Headquartered in Long Beach, CA, we provide services from approximately 30 locations throughout the country. The following divisions provide a wide range of integrated or unbundled risk management and insurance services to our customers:

- **TRISTAR RISK MANAGEMENT** provides property and casualty third party claim administration services and risk control for self-insured employers and insured policyholders. Our core services include claims administration of workers' compensation, automobile, construction defect, crime and fidelity, employment-related practices liability, general and professional liability, product liability, inland marine management protection, law enforcement, medical-professional liability, package policies, property, and specialty risks unique to our clientele.

We serve over 400 self-insured and thousands of insured policyholders including public agencies, private corporations, program managers, captives, pools, insurance carriers, reinsurers, brokers and more. Our government client base includes a specialty niche in public entity consisting of, cities, counties, K-12 school districts higher education, firefighters, healthcare organizations, law enforcement, state agencies, transit, and utilities. Our private industry customers include retail, convenience, grocery, energy, construction, hospitality and food services, manufacturing, transportation, real estate and more.

- **TRISTAR MANAGED CARE** provides nurse case management, medical bill review service, and access to local, regional and national preferred provider organization (PPO) networks, including pharmacy, radiology, durable medical equipment, physical therapy, transportation, translation, and implantable device ancillary cost containment programs including a 24/7/365 call center for reporting injuries. Due to the large volume of claims we manage, TRISTAR commands the highest quality of managed care programs including the largest medical bill and pharmacy reductions both regionally and nationally.

TRISTAR provides managed care services nationally and our highly credentialed and experienced nurses provide a variety of case management solutions to meet our clients' needs in workers' compensation, group health and disability management. Services include nurse triage, early intervention, utilization review, telephonic and field case management, return to work, treatment protocols, and customized wellness programs. Our case management includes managing to nationally recognized treatment guidelines, evidenced based medicine, and predictive return-to-work modeling. Integrated case management services partnered with effective cost containment solutions achieve an optimal medical outcome and appropriately return or transition the patient back to work.

- **TRISTAR BENEFIT ADMINISTRATORS** provides third party administrator services for self-insured employers and insured policyholders including claims administration of group health benefits. TRISTAR provides personalized and comprehensive benefit plan services for self-funded and insured plans including health reimbursement arrangement (HRA) plan administration, flexible spending account (FSA) plan administration, dental plan administration (DPA), short-term and long-term disability (STD/LTD), Family and Medical Leave Act (FMLA), and COBRA/HIPAA plan administration for over 275 companies.



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TRISTAR provides the latest service trends in employer and employee service administration including Leave of Absence and Disability Claims Management. TRISTAR develops, customizes, and manages absence and disability benefit programs for employers to control absences and costs while caring for their employees. TRISTAR is an expert in managing FMLA, short-term and long-term disability in all jurisdictions.

MISSION STATEMENT. Our mission is to provide the highest quality claims management services to our clients. We are committed to a long-term investment in the continual improvement of our products to ensure the best value for our clients and a strong, secure, and growing organization for our employees, shareholders, and business partners.

OUR VISION. Our vision is to become the country's most respected provider of claims management services.

EXPERTISE WITH PUBLIC ENTITIES. TRISTAR has over 30 years of experience providing third party administrator services to public entities. Today's environment calls for innovative and proactive claims cost management programs. TRISTAR continues to be the leader in both of these areas. We believe that we are uniquely qualified to provide a fully integrated approach to managing Adams County's program costs.

PUBLIC SAFETY – SHERIFFS OFFICE, FACILITIES, HUMAN SERVICES, TRANSPORTATION, PARKS AND OPEN SPACE. We recognize that the size and types of exposures experienced by the specialized departments and agencies may warrant an adjuster who is dedicated to the specific departments and types of exposures. These high exposure departments operate on a very different scale from other Adams County departments, such as general administration, and our experience demonstrates that programs are more successful if the sworn officers or health and human services or transportation have adjuster(s) who understand the unique nature of the risk, within the Adams County.

We recognize that quality healthcare, the establishment, and coordination of treatment plans are critical to providing the highest quality of medical care for public servants who put their lives on the front line and for all employees of the Adams County. We understand that the Sheriff's Office has training, culture and protocols that closely approximate those of the armed forces: concepts like the chain of command, organizational hierarchies, military order and discipline, and others are ideas that are present in all law-enforcement organizations. We are keenly sensitive to the needs of these departments and will work to establish unique programs that support the needs of these individuals when injured on the job. The TRISTAR manager and adjusters have developed a good working relationship with these departments and representatives to eliminate friction when difficult cases occur. TRISTAR can accomplish this with our proposed staffing model.

TRANSFORMING RISK INTO OPPORTUNITY. Delivering loss cost savings creates new opportunities for our clients: whether they choose to drop savings to their bottom line, or reinvest them. TRISTAR collaborates with our clients to develop claim management programs that are tailored to deliver optimal outcomes for their unique operations and exposures. We offer a national team of experienced technical experts who will help Adams County transform their risks into new opportunities for continuing program enhancements.

ENGAGED, ACCOUNTABLE, ACCESSIBLE. TRISTAR offers Adams County a designated of adjusters, nurses and management team who are assigned and familiar with the County that includes:

- ♦ Jason Shultz, Vice President – Regional Manager
- ♦ Pam Guiles, RN, Vice President – Medical Case Management

- ◆ Karen Lesko, CRM, Director, Sales & Client Solutions
- ◆ Brandi Kwiatkowski, Branch Manager/Account Manager
- ◆ Nancy Sanchez, Workers' Compensation Claims Supervisor
 - ◇ Norie Mayne, Senior Workers' Compensation Adjuster
 - ◇ Leonna Burns, Medical Only Adjuster
- ◆ Terri Wester, Liability Supervisor
 - ◇ Jan Hancock, Senior Liability Adjuster
- ◆ Linda Herstine, Nurse Case Manager Supervisor
 - ◇ Constance Tilghman, RN, Nurse Case Manager
- ◆ Amye Turnau, Case Management Supervisor – Call Center and Nurse Triage

TRISTAR has assigned the team above assuring all have the appropriate state licensures and experience that provides critical volume and knowledge of your program with your designated team. Brandi Kwiatkowski will also continue to serve as the designated Account Manager to oversee the operations on a day-to-day basis for Adams County.

TRISTAR SUCCESSES WITH ADAMS COUNTY. TRISTAR has implemented a number of successful programs for the County including a medical bill review (MBR) and PPO Network access program, and call center services for reporting claims and a nurse triage program.

In September of 2016, TRISTAR implemented First Notice of Loss (FNOL) Call Center services for employees to report claims telephonically which included the distribution of wallet cards for all employees. The wallet cards provided a toll free number for claim reporting as well as Pharmacy First Fill information to enable injured workers' needing prescriptions to obtain prescribed medication without having to pay for prescriptions out of pocket.

Most recently, TRISTAR and County Risk Management implemented a nurse triage program in the fall of 2018. Employees seeking medical treatment contact the Nurse Triage call center. A nurse helps ascertain the appropriate level of care based on an series of questions regarding the incident, injury and medical history.

Figure 1 indicates 32% of the employees who contacted Nurse Triage for medical treatment were provided self-care instructions, thus not resulting in a claim. This therefore has reduced claim frequency and has helped to eliminate and/or mitigate overall medical or indemnity expenditures for the County.

Nurse Triage Referrals
10/1/18 to 2/28/19 - Total Calls to Nurse Triage: 25

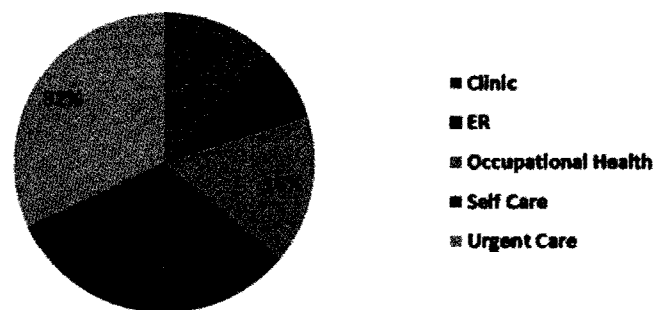


Figure 1: Nurse Triage Referrals

The County MBR and PPO Network Access program has substantially reduced the County's medical expenditures.

Figure 2 Medical Bill Review and PPO Network Savings demonstrates a total savings for CY 2017 and 2018 of \$3,824,320.

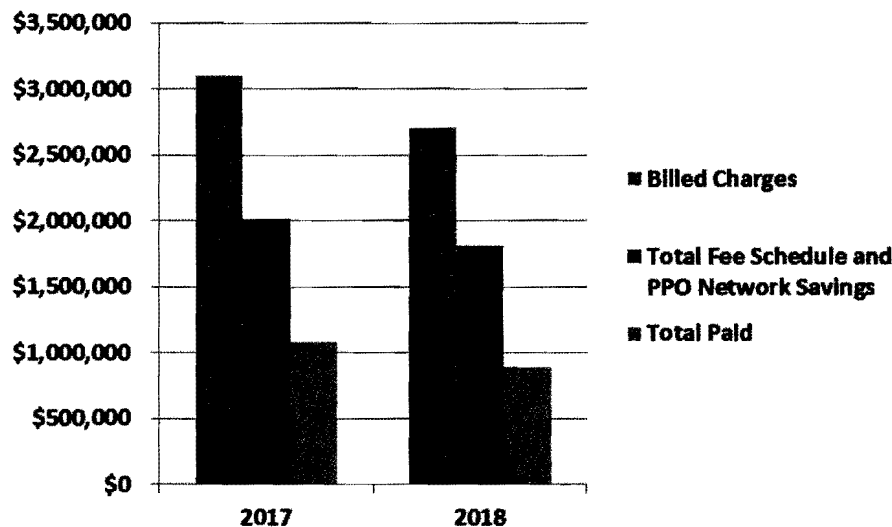


Figure 2: Medical Bill Review and PO Network Savings

Figure 3 shows the number of bills processed per each calendar year and a very high percent of bills accessing a PPO Network discount.

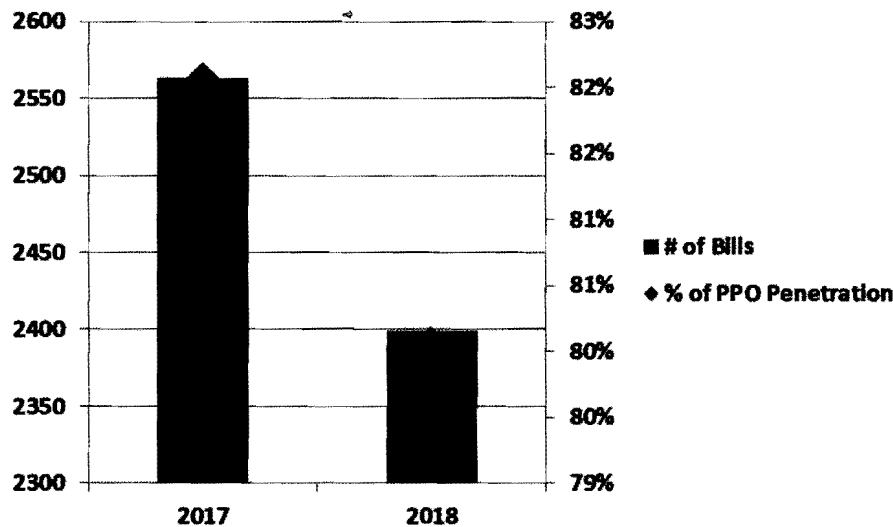


Figure 3: Number of Bills and Percent of PPO Network Access

TRISTAR CONNECT (RMIS). Our claim system portal, TRISTAR Connect, provides important, relevant information, accessible from any internet-connected device through Android and Apple compatible mobile apps. Our Dashboard provides key information in easy-to-digest visual format, such as First Notice of Loss reporting lag time, trial and hearing calendars, injury and location trending, litigation

trending, access to all claimant files and more. It also provides a myriad of standard and customizable report options. The system includes over 80 report templates in key areas such as Loss Prevention, Loss Triangles, Claim Log, Finance, and many others.

TRISTAR'S KEY DIFFERENTIATORS

- TRISTAR is the largest independent privately held third party administrator (TPA) in the nation.
- We do not experience the extreme financial pressures faced by public traded or venture capital/private equity-owned firms.
 - We are empowered to make long-term investment in our client relationships and internal resources.
- We hire and retain knowledgeable and skilled professionals, adhering to the "RITE" principles:
 - **Respect** our clients and one another
 - Operate with **Integrity**, adhering to strong moral and ethical codes in dealing with one another and in providing services to our clients
 - Earn the **Trust** and confidence of others by always doing the right thing
 - Deliver **Excellence** to our clients who deserve our best quality work and customer service each and every day.
- We believe flexibility, customization, and a collaboratively designed program will transform the risks that our clients face into the best outcomes for all.
- Our professional team's dedication to our core principles is the reason that we achieve:
 - 97% average client audit scores
 - 98% client retention
 - We are committed to continuous improvement in the quality of our services. This includes a dedicated Quality Assurance Department who ensures adherence to State, TRISTAR and Client policies and procedures and provides ongoing training to our staff and clients.
 - We offer an empowered and responsible Account Manager.
 - Whenever possible, we integrate managed care/cost containment programs including bill review, PPO network access, and medical case management into our client's overall claims management process that creates efficiencies and closes gaps that can exist with unbundled services.
- TRISTAR has performed its own internal financial audits for over 20 years in accordance to SAS 70 Standards, and adheres to annual SSAE 16/SOC 1 Type II audits performed by Deloitte and Touche. We were one of the first third party administrators in the country to complete an unqualified SSAE 16/SOC 1 Type II audit after requirements of Section 404 of the Sarbanes-Oxley Act of 2002 made SAS 70 audit reports even more important to the process of reporting on the effectiveness of internal control over financial reporting. This reflects our commitment to our clients and the community, and eliminates the necessity for our clients to finance audit costs for program oversight.



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- Our sophisticated technology provides the capabilities for on-line claim file, data access and viewing capabilities, as well as customized reporting and data transfer. Our in-house Information Technology staff has expertise in successfully transitioning over 400 claims programs and complete most conversions in less than ten business days.
- Access to an easy to use, web-based and paperless RMIS system
 - Provides claims data services through our IT platform
 - Results in quality report generation, analytics and stewardship
- We focus on reducing each client's Total Cost of Risk.

CHOOSING TRISTAR - While fees are an important factor to consider when choosing a TPA; loss costs represent the majority of Adams County's Total Cost of Risk. We believe it is our responsibility to manage your losses responsibly, to act appropriately on your behalf, and to "do the 'RITE' thing" to help transform your risks into opportunity.

Thank you for the opportunity to submit our response to Adams County's Request for Proposal. We look forward to continued conversations regarding your claims program.



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WC TPA Questionnaire

Please include your answers to these questions in your proposal.

1. Describe the ownership of your organization and provide a brief company history, with focus on your workers' compensation administration division including the number of employees within CO, the total number of clients within the State of Colorado and the total number of clients that are public entities in Colorado. Describe the structure of the office that would service Adams County, if chosen.

Headquartered in Long Beach, CA, TRISTAR Insurance Group was founded in 1987 by our president Thomas J. Veale. Originally named Topa Risk Services, the company began as an insurance program manager and medical malpractice claims administrator. Workers' compensation claims management services were added to our offerings in 1989. Growth and change followed, and in 1995 the company was renamed TRISTAR Risk Management. As managed care and benefits administration services were added to our offerings, the organization grew into TRISTAR Insurance Group.

Today TRISTAR remains a privately held corporation. TRISTAR's annual revenue is approximately \$100 million, and TRISTAR is the largest independently owned third party property and casualty claims administrator in the U.S. We focus our operations in three divisions: property and casualty claims management ("TRISTAR Risk Management"), benefits administration ("TRISTAR Benefits Administrators"), and managed care and medical cost containment services ("TRISTAR Managed Care"). Each division provides services nationwide, and we have nearly 1,000 employees in offices across the country.

More than 80% of our property and casualty claims management business is workers' compensation and liability claims, and nearly half of our clients are public entities. We serve a wide range of public entity clients, including cities, counties, states, public transportation systems, school districts, special districts, law enforcement and other municipal entities.

TRISTAR serves over 20 clients headquartered in Colorado, as well as numerous regional and national clients with workers' compensation exposures in the state. Our Colorado public entity clients include school districts, cities and counties, hospitals, car dealerships as well as the Colorado Special Districts Pool, which is composed of more than 1,400 public entity members including fire districts, ambulance companies, healthcare, libraries, conservation organizations, parks and recreation districts, water and sanitation districts, hospitals, and more.

TRISTAR serves the County from our office located at: 200 Union Boulevard, Suite 580, Lakewood, CO 80228. We have over 20 employees servicing this office, including a Regional Vice President, Branch Manager, Supervisor(s), adjusters, nurses and support staff.

2. Provide the responsibility and background information on each member of the proposed account team including years of experience. List the office location for each individual. Please include data on the average number of open claims managed by each adjuster.

The operational team responsible for the day-to-day claim handling and supervisor of the claims are listed below:

Jason M. Shultz, Vice President, Regional Manager/ Adams County Executive Sponsor

Mr. Shultz has worked in the insurance and claims administration industry since 1985. He is responsible for numerous claim offices covering a multi-state geographical territory including AZ, CO, ID, IA, IL, IN, KS, MI, MO, MT, MN, NM, NE, NV, OK, OR, SD, UT, WA, WI, WY, encompassing over sixty-five employees. Mr. Shultz provides oversight for public entity accounts and national accounts headquartered in respective jurisdictions. He is directly accountable for technical quality and compliance, financial planning, and administrative management of each operation.

Prior to his promotion to Vice President, as a Branch Manager for TRISTAR Insurance Group since 2004, his duties included management of supervisors, claims staff, preparing and managing annual territory budget, developing and maintaining good working relationships with both existing and new clients, preparing extensive and complex reports to clients and state agencies. Mr. Shultz was responsible for hiring and termination decisions, preparation of payroll information and monitoring client trust accounts to ensure adequate funding of self-insured programs.

From 1992 to 2004, Mr. Shultz worked for Wear & Wood in a variety of positions including the Vice President of Claims. Starting his career in 1987 as a claims examiner, Mr. Shultz is a great resource for all of our clients in achieving successful outcomes. His experience includes field investigation for Zenith Insurance Company. He maintains a Self-Insurance Administrator Certificate for Self-Insurance Plans for the State of California and a Workers Compensation Claims Administration Certificate from Insurance Educational Association, and is published in industry related publications including topics such as premium fraud. He is a highly-rated instructor for Insurance Educational Association. Mr. Shultz has excellent leadership skills and is an asset to the organization and its clientele.

Brandi Kwiatkowski, Branch Manager – Account Manager

Ms. Kwiatkowski has over twenty-eight (28) years in the insurance industry, working primarily in claims operations but has also worked as a rehabilitation specialist, a commercial lines coverage specialist, accident and health agent, and property & casualty broker-agent. She works directly with the Vice President/Regional Manager and the Director, Sales and Client Solutions as the technical advisor to the clients and assigned staff. Her responsibilities include day-to-day operations of local and national accounts for a multi-state region. She oversees the day-to-day operations for both workers' compensation and liability claims performing monthly financial reconciliation and reporting functions, and is responsible for ensuring staff meet contractual obligations and performance expectations.

Her primary responsibilities include oversight of the claims supervisors and staff administering claims for property and casualty claims and includes but may not be limited to; review and manage new account claims and large exposure cases; ensure quality and uniformity of work product, including bill payment processes; conduct supervisory reviews and evaluation of claim files with particular emphasis on reserves, claim activity, and closing ratios.

Ms. Kwiatkowski started her career as a rehabilitation specialist at Transamerica Insurance. Her claims management career began in 1992 for Superior National. She was a claims specialist for the Law Offices

of Gary Hill for over 7 years, and was a workers' compensation claims supervisor for Zenith Insurance Company for over 7 years. Ms. Kwiatkowski has also been a commercial Insurance Broker for a small independent insurance agency and she most recently came to TRISTAR from a Third Party Claims Administration company, Risico Claims Management where she was employed as Vice President of Claims for the last four years and oversaw an open inventory of over 4,000 claims. Ms. Kwiatkowski is a results-oriented, high energy, hands on professional and her experience in claims handling, claims supervising/management, applicant and defense litigation, corporate strategy development and Property & Casualty broker risk management and alternative dispute resolution programs makes her an asset to our customers.

TRISTAR supports her participation as active member of the Colorado Self-Insurers Association (CSIA), Colorado Public Risk Management Association (PRIMA), and Rocky Mountain Risk Management Society (RIMS). Ms. Kwiatkowski maintains professional designations: Certified Workers' Compensation Claims Professional, CA Self-Insurance License, Commercial Lines Coverage Specialist, Certified Professional Disability management, Independent Insurance Adjuster/Qualified Manager, and Commercial Lines Specialist – Accident and Health Agent and Property and Casualty Broker-Agent. She attended Clovis Community College in Business Administration with an emphasis in Communication.

Nancy Sanchez, Workers' Compensation Claims Supervisor

Ms. Sanchez has over 30 years of workers' compensation claims experience. Ms. Sanchez' experience includes claims handling from the employer, carrier and third party administrator perspective. In addition to workers compensation claim handling experience, she has extensive integrative claim handling experience including handling short and long term disability claims. Ms. Sanchez is responsible for supervisor review of claims for compensability determination, reserve adequacy, periodic activity reviews, delays, and denials, compliance with policies and laws, and client service instructions. She responds to claimant and vendor inquiry. Ms. Sanchez oversees client account and reporting and facilitates internal and external audits and assist with in-house and client educational sessions, and will attend claim reviews, and may handle a few high exposure or politically sensitive claims. She works directly with the Branch/Regional, Vice President as the technical advisor to the clients and assigned staff. She directly supervises adjusters and clerical staff; monitors job performance and performs evaluations and disciplinary actions.

Ms. Sanchez has claims handling experience in several jurisdictions including (but not limited to): Arizona, Colorado, Kansas, New Mexico and Utah. Ms. Sanchez is an asset to our customers and staff. She has excellent communication and leadership skills. She is a self-starter who has initiative and strong desire to help our clients succeed. She is able to establish and maintain positive and productive relationships with customers, peers, subordinates and all levels of management. Legal counsel and medical providers recognize her as a skilled expert in the industry. TRISTAR supports her participation as active member of the New Mexico Workers Compensation Association (NMWCA), Colorado Self-Insurers Association (CSIA), Colorado Public Risk Management Association (PRIMA), and Rocky Mountain Risk Management Society (RIMS). She participates in legislative meeting activities and continuing education with respect to Colorado Workers' Compensation Act. Ms. Sanchez obtained her Bachelor of Science degree from National American University where she graduated Magna Cum Laude.

Norie Mayne, Senior Workers' Compensation Claims Adjuster

Ms. Mayne has handled the Adams County claims since September 2016. Her responsibilities include, but are not limited to; handling complex medical only claims, indemnity and future medical claims. She processes payments, sets reserves within designated authority levels, manages return to work activities

with employees and physicians, and prepares necessary paperwork in accordance to State rules and regulations.

Ms. Mayne's activities include providing authorization and directing activities of outside investigators, nurse case managers and legal counsel. She communicates and interacts with injured workers, corporate nurse case manager, attorneys, physicians, vendors, management, division, and corporate office personnel. Ms. Mayne negotiates settlements with pro se claimants and issue settlement benefits. She successfully recovers subrogation funds from at fault parties.

Hired by TRISTAR in 1997, she has over fifteen (15) years of experience handling workers' compensation claims for public entities. She attends internal and industry educational programs specifically pertaining to Colorado statutes, rules and procedures. Ms. Mayne is a valuable asset, and excellent claims adjuster for our clients and their injured workers.

Terri Wester, Liability Claims Supervisor

Ms. Wester has over 30 years of experience managing property and casualty commercial claims, including an extensive background in legal correspondence, and attending trials and mediations. Her primary responsibilities includes supervision of claims administration for multi-jurisdiction and public entity and national accounts; review and manage new account claims and large exposure cases; ensure quality and uniformity of work product; conduct supervisory reviews and evaluation of claim files with particular emphasis on reserves, claim activity, and closing ratios; responsible for overseeing monthly financial reporting functions.

She oversees adjusters work product to help ensure appropriate determination liability and negligence exposure in accordance with different Tort Claims Act and City Ordinances, and attends risk management and strategic claim review meetings.

Throughout her career starting in 1985, Ms. Wester has held various technical positions as a multi-line adjuster, unit leader, unit manager and supervisor. She has worked with public agencies, and private industry including manufacturing, hospitality and more. She started her career with Rodney D. Young Insurance Company later joining Unitrin, and has been employed by Safeco Insurance, Cigna Companies, Gulf Insurance Company, ESIS, Native American Insurance Services and Gallagher Bassett Services. Her involvement with carriers and third party claims administrators has included multi-jurisdictional claims management, including, but not limited to property, professional and general liability, automobile, premises liability, employment practices, and construction risks. Ms. Wester has extensive experience working with large accounts with complex special handling instructions.

As a manager Ms. Wester has been awarded with highest team productivity (104.2%), lowest turnover rate and excellent customer service compliance scores. She participates in continuing education programs and maintains licenses in AL, AR, AZ, GA, KS, NM, MO, OK, SC, NC, TX, and NY.

Janice Hancock, Senior Casualty Adjuster

Ms. Hancock has over 30 years' of experience in managing commercial and public entity automobile, property and liability claims. As a senior multi-line claims adjuster, Ms. Hancock's responsibilities include: effectively managing general, auto and property liability claims, including complex cases with exposures in excess of \$100,000, with minimal supervision. Her scope of work include loss investigation, financial reserve analysis, litigation management, coverage question analysis, reservation of rights,

contract analysis, claim and lawsuit resolution. Her primary responsibilities include adjusting claims for multi-jurisdiction and public entity and national accounts.

Prior to joining TRISTAR, she held various technical positions. Her career began with Meridian Insurance Company in 1974, later joining GAB Robins in 1991, which later became Gallagher Bassett in 2010. Ms. Hancock has multi-jurisdictional AL and GL claims experience with extensive experience working as a designated adjuster for large accounts with complex special handling instructions and litigation. She conducts direct communications with clients regarding coverage, case development, participation in joint tortfeasor(s), suit reporting trial updates, large loss caption reporting as well as industry, legislative and judicial trends. She is currently responsible for supervising automobile, property and liability claims for Adams County, Mesa County Colorado, and Larimer County in addition to other risk management clientele.

Nella Rosales, Senior Property Claims Adjuster

Ms. Rosales has managed adjusting property and casualty claims since 2005, including an extensive background in catastrophic claims. She is responsible for maintaining the highest quality in adherence to TRISTAR best practices. Her broad spectrum of claims includes coverage determination, damage evaluation, salvage activities, identification of subrogation potential, estimate approvals, and issuance of proper claim payments, member notifications, pool member deductibles and other associated administrative activities. She handles first party property claims, completes field inspections of losses (water, fire, vandalism, freeze, mold, hail, wind, flood, weight of snow, sewer back up, methanol) including accurate scope of damages, photographs, computer assisted estimates with Xactimate programs, investigated relevant facts to determine coverage, damages, subrogation and liability. She negotiates claim settlements, composes denial letters, reservations of rights letters and works closing with pool managers and members, defense attorney, carriers and vendors.

She started her career in construction management in 1990 including preparation and execution of bid packages, project administration, budget planning, cash flow reports, and building permits. She facilitated contract negotiations, managed jobsites, administration and personnel. She worked in commercial and heavy industrial construction until she started her insurance career as an independent Property Claims Field Adjuster with Allied/Nationwide Insurance Company. For VeriClaim, Inc., she managed commercial and residential property catastrophic claims including Katrina and other hurricane/wind and flood catastrophes. Ms. Rosales continued her employment as an outside property adjuster with Travelers Insurance where she received special recognition for 100% of subrogation payouts and did catastrophic duty for storm Sandy.

Ms. Rosales attended Technical University A.J. Sucre in Venezuela, and holds a Bachelor of Arts from Florida Atlantic University. She maintains All Lines Training – Property & Casualty Texas License Training and Xactimate for adjusters reciprocal in 32 states requiring licensing (AL, AK, AZ, AR, CA, CT, DE, FL, GA, HI, ID, KY, ME, MA, MI, MN, MS, MT, NV, NH, NM, NY, NC, OK, OR, RI, SC, UT, VT, WA, WV, WY). She has: Earthquake Certification – Damage and Reconstruction, Commercial Roof Damage Assessment – Hail Damage Certification, NFIP – Flood Certified - 2013 and is State Farm Certified. Ms. Rosales is bi-lingual and an asset to all of her customers.

Linda Herstine, RN, CCM, CDPM, Supervisor Case Management

Ms. Herstine has been in the workers' compensation industry since 2000. Her responsibilities include the overall management of a multi-state case management program. As a supervisor, Ms. Herstine monitors policy and procedures, best practices, and customized workflows as well as employee

performance, invoicing, productivity, profitability, expenses, and all human resource issues. She monitors early intervention, multi-state utilization review and telephonic case management activities.

With an in-depth background in workers' compensation, the diversity of her experience includes a position as an On-Site Risk Manager for 2,000 Trident Health System employees where she was accountable for injury reporting, post injuries reviews and treatment, return to work lead activities. She was a national team member to perform evaluation and comparison of injury data, recommendations for implementation of policy and comparison of job description national rating and was a member of the safety team. Ms. Herstine's clinical background includes critical care and dialysis.

Ms. Herstine holds certification as a CCM, (Certified Case Manager) and CPDM (Certified Professional Disability Manager). She maintains current knowledge of workers' compensation laws and rules to ensure recommendations comply with regulations. She participates in continuing education to remain current in clinical diagnosis, procedures, treatment, and clinical and legal issues.

Constance Tilghman, LVN, CPDM, CCPM, RAC-CT, Medical Case Manager

A respected member of the case management community, Ms. Tilghman's career has evolved since becoming a nurse in 1991. The breadth of her knowledge and experience span decades dedicated to nursing. She is accountable for facilitating positive outcomes for injured workers with effective treatment plans addressing physical restrictions for return to work and manages an innovative early intervention program that provides support and advocacy that puts the injured worker at the center of the claims process to achieve a positive outcome for that individual.

Ms. Tilghman has a strong background in collaborating with medical providers to provide medical care for injured workers within the state specific workers' compensation systems and national guidelines. She excels at facilitating effective, efficient health care services directly with providers and clients with completion of regular chronological case reports with presentations for client companies and medical providers including quality initiatives, fiscal, outcome and quality reports. She is familiar with occupational and specialists and medical facilities throughout the State of Colorado and other jurisdictions. She has a clinical background in pediatrics, medical-surgical nursing, psychiatric patients and has provided nurse case management for geriatric patients. Since 2007 she has been managing workers' compensation medical case management and utilization review cases.

Ms. Tilghman has been in the workers' compensation industry since 2007. Prior to joining TRISTAR she has worked for MetraComp, a United Healthcare Specialty Company, and Heartland of West Ashley, THI/Driftwood and Palmetto Behavior Health and other facilities and managed care organizations. She holds certification as Certified Professional Disability Manager, Certified Case Management Professional and Resident Assessment Coordinator. She attended Palo Vista School of Nursing is a Licensed Vocational Nurse with the State Board of Nursing for South Carolina. She is a valuable asset to injured workers, employers and claims management staff.

Amye Lynn Turner, RN, BSN, CCM, Supervisor, Call Center and Nurse Triage - Medical Case Management

Ms. Turner started her healthcare career as an Intensive Care Unit Staff Nurse. As a telephonic case manager for TRISTAR since 2011, TRISTAR promoted Ms. Turner to a supervisory position with oversight of telephonic and field case managers in a multi-state territory several years ago. This position is responsible and accountable for operations, client relations and employee performance, invoicing,

collections, productivity, profitability, expenses, budgeting, and all human resource issues. Ms. Turner oversees the First Notice of Loss and Nurse Triage Call Center service programs.

As a supervisor, Ms. Turner monitors policy and procedures, best practices, and customized workflows. She maintains current knowledge of workers' compensation laws and rule to ensure recommendation comply with regulations, and participates in continuing education to remain current in clinical diagnosis, procedures, treatment and clinical/legal issues. Ms. Turner's career has included a highly technical nursing position in the transplant unit at Methodist Specialty and Transplant Hospital, and case management for Coram, a national home infusion company. She has exceptional capacity to manage complex service and clinical operations, and outstanding interpersonal and communication skills. She demonstrates ability to lead and motivate all team members to achieve best outcomes for customers.

Ms. Turner graduated in 2000 from the University of South Carolina with a Bachelor of Science in Criminal Justice, Minor in Psychology, and in 2004 graduated from the Medical University of South Carolina with a Bachelor of Science in Nursing. She maintains all required licenses as well as BLS and ACLS Certifications.

TEAM SUPPORT AND WORKLOADS. TRISTAR believes that claim professionals must have appropriate workloads and administrative support to achieve the best possible outcomes.

- ◆ **Supervisors and Managers.** Supervisors and managers do not carry personal caseloads, as they are dedicated to quality assurance, technical oversight and management support of their team.
- ◆ **Lost Time/Indemnity Adjuster.** TRISTAR best practices recommends a caseload not to exceed 125-150 active indemnity and future medical claims per adjuster, and approximately 10-15 newly reported indemnity claims per month. TRISTAR assigns 0.5 support person for each indemnity adjuster. This staffing level allows TRISTAR to implement the best cost saving measures and provide a superior level of service to our clients.
- ◆ **Medical Only Adjusters.** Medical only adjusters will typically manage approximately 250 open medical claims, and may receive approximately 50 newly reported medical only claims per month.
- ◆ **Auto/Liability/Property Caseload** - Adjusters handling automobile and general and professional liability claims may handle up to approximately 125-150 active claims, or may have a combined ratio of auto, property and liability claims depending on the type of caseload and level of experience. Many of our liability adjusters (many who have law degrees) are handling complex employment practice claims may have varying caseloads depending on the severity of the claims, etc. TRISTAR also has a number of multi-line adjusters who handle a combined caseload of workers' compensation and liability claims.
- ◆ **Auto Adjusters Handling 1st Party or ALPD Only** with no more than one claim per occurrence can manage 50-75 newly reported claims monthly including simple claims such as windshields, bird hits, etc., with a pending of open claims of 125 or lower. Bodily injury or multiple PD/BI adjusters may receive up to 30 newly reported claims per month with a pending of 135 to 150 claims. A UMBI/UMPD adjuster can receive up to 30 newly reported claims with a pending inventory of 135-150 claims that may be mixed with the more complex BI/PD above PIP, No Fault and depending on the jurisdiction can take up to 50 newly reported claims per month with a pending of 150 claims.
- ◆ **Professional Liability Adjusters** who may be handling employment practice claims, medical or professional malpractice claims that have higher and complex exposures received in litigation or potentially litigated files, may have pending caseloads of up to 110 claims and may receive approximately 10-15 newly reported claims per month. These adjusters are performing true



coverage review, handling litigation, managing attorneys, strategizing settlements, etc. If these adjusters are working with our customer's in-house legal department who may be handling more activities the pending caseloads may vary or be higher.

- ◆ **Inside or Property Desk Adjusters** can manage a pending inventory of approximately 100 claims and approximately 45 newly reported claims per month. Severity of the claims may modify this recommendation; however, property adjusters primarily orchestrate vendors and communication once the coverage is confirmed. A property adjuster who does inside and outside adjusting may have 85-100 pending and only 25-40 newly reported claims per month. Property adjusters performing only outside adjusting may have up to 60 open claims and receive approximately 30 newly reported claims per month and may dependent on the geographical coverage(s).
- ◆ **Nurse Case Managers** - Coordinate resources and cost effective options on a case-by case basis to facilitate quality individualized treatment goals and return to work placement. Provide medical case management to individuals through coordination with the patient, physician, claims examiner and employer. Assess medical records and treatment requests for appropriateness of treatment and level of care, direct authorized treatment within the PPO, MPN or ancillary network of providers when possible, work closely with the claim adjuster to advise status, identify potential problems or red flags. Maintain CEU's and active licensure as required. Caseloads may vary based on the acuity level of the caseload and may range from 40-65.
- ◆ **Utilization Review Nurses** - Responsible for performing Worker's Compensation utilization review which includes prospective, concurrent, expedited and retrospective reviews to determine medical necessity and appropriateness for requested medical care using evidence based criteria. Through the discharge planning process, identify patients who have ongoing case management needs and refer these members to the Case Management team for outreach and follow up. Cases loads may depend on the scope of service; however, the typical caseload for a UR nurse is 12-15.

B. What kind of training (industry, internal, computer, other) does your firm expect or require your staff to receive?

TRISTAR recognizes the need and encourages employees to enhance their technical knowledge and professional skills through continuing education to improve job performance and develop potential for future career advancement. We have initiated an education assistance program specifically created to provide financial assistance to the employee to help defray some of the cost involved according to the guidelines TRISTAR has established. TRISTAR sponsors extensive training of our employees through the Insurance Education Association (IEA). We emphasize all workers' compensation courses, as well as those courses leading to recognized designations such as CPCU, ARM, AIM, and AIC.

TRISTAR trains all non-professional staff upon hiring in all aspects of their position requirements. Non-professional staff training includes receptionists, mail/file-clerks, and payment processors and claims assistants. Training for claims assistants is more in depth and includes developing an understanding of the workers' compensation and liability system requirements for provision of benefits and required notices. Additionally, TRISTAR trains staff in specific areas of client service instructions as they may relate to wage continuation, data integrity, return-to work programs, and correspondence.

Training in the areas of identification and reporting of potentially fraudulent claims and workers' compensation overview is mandatory for non-professional and professional staff. The reporting of potentially fraudulent claims training includes review and understanding of "red flags" which may



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indicate fraud, the fraud unit process for reporting claims as well as identification of fraud unit representatives in each office.

TRISTAR conducts ongoing training and seminars for our professional claims staff. Ongoing training for TRISTAR's professional claims staff is mandatory in the areas of accurate reserving, rehabilitation laws and benefits, identification and reporting of potentially fraudulent claims, subrogation, restitution, and excess reporting, new legislation, AMA and ACOEM regulations, structured settlements, Medicare-set-asides, utilization review and other corporate training areas of importance. TRISTAR frequently invites staff from local provider offices and legal firms provide on-site in-service education sessions for staff and clients.

Managers are required to review our quality assurance department's monthly corporate training modules with employees. Branch managers can modify monthly corporate training modules for jurisdictional variances and client instructions and requirements as long as changes do not compromise our standards. Management also provides training via Webinar to include instruction and education regarding new case law affecting our organization company-wide, federal regulations such as Section 111 reporting requirements, etc.

Supervisors typically attend two (2) training sessions per year at our Corporate Offices in Long Beach, CA. This training allows them time to network and get to know other supervisors in different offices and learn from each other's techniques.

TRISTAR also encourages and supports our staff to attend training programs offered by many industry organizations. TRISTAR belongs to and attends seminars, conferences, and trade shows conducted by numerous local, regional, and national industry association organizations such as the following:

- ◆ American Society for Healthcare Risk Management (ASHRM)
- ◆ California Association of Joint Powers Authorities (CAJPA)
- ◆ California Association of School Business Officials (CASBO)
- ◆ Council of Self-Insured Public Agencies (COSIPA)
- ◆ Healthcare Human Resource Management Association (HHRMA)(Multiple States)
- ◆ National Truck and Heavy Equipment Claims Counsel (NTHECC – pending)
- ◆ Public Agency Risk Managers Association (PARMA)
- ◆ Public Risk Management Association (PRIMA) (Multiple States and National PRIMA)
- ◆ Risk and Insurance Management Society (RIMS)(Multiple States and National)
- ◆ Southern California Association for Healthcare Risk Management (SCAHRM)
- ◆ Southern California Council of Self-Insurers (SCCSI)
- ◆ State Self-Insured Associations throughout the United States
- ◆ State Claims Professional Associations throughout the United States
- ◆ State Risk and Insurance Management Association (STRIMA)
- ◆ Trucking Insurance Defense Association (TIDA)



4. Provide details about how our account will be handled.

TRISTAR has thoroughly reviewed the request for proposal document, understands the scope of services, needs and requirements as outlined, and has provided a concise response to the specific information requested. TRISTAR is confident that our staff, our technical expertise, data management programs will meet the requirements for managing all aspects of the County's program. TRISTAR offers the County the tools and resources of a national TPA, combined with the expertise of a Colorado-dedicated team specializing in serving public entity clients.

TRISTAR understands that Adams County requires a highly experienced third party administrator that delivers the highest quality of technical claims administration and medical administration, compliance with all applicable laws and regulations, a total healthcare approach to injured workers' medical care and treatment, reliable and efficient financial administration, and an emphasis on comprehensive loss cost control and reduction. Outcomes must be demonstrable on an ongoing basis through robust quality assurance, outcome reporting, and department and worker satisfaction measures. Adams County and its Departments must also have access to a sophisticated, yet user-friendly, risk management information system.

TRISTAR is prepared to meet and exceed these requirements. At the highest level, Adams County's core objectives will be met through:

CAPABILITIES	Expert claim administration, care management, cost containment, data management and information system capabilities
COMPETENCE	<ul style="list-style-type: none">◆ Seasoned executive leadership team◆ Experienced, expert claim and managed care professionals◆ Proven success transitioning and servicing large, complex public entities
COMPLIANCE	Thorough understanding and diligent administration of all regulatory and statutory requirements.
COMMUNICATION	Open, timely and efficient channels of communication between all key stakeholders: claim professionals, nurses, medical providers, injured workers, attorneys, specialists, Adams County departments, unions, safety personnel, risk management
COLLABORATION	Partnership with Risk Management and key stakeholders to execute Adams County's strategic philosophy, vision and objectives
CUSTOMIZATION	Customize and execute innovative, proactive service program workflows, quality measures, and deliverables

5. Do you provide any performance guarantees? If so, please explain in detail.

TRISTAR occasionally enters into performance guarantee arrangements with our clients. We typically prefer to engage in these programs when there is opportunity for a bonus or penalty to TRISTAR based upon mutually agreed upon audit criteria. Below are typical metrics used in evaluating and reporting service levels related to claim handling guidelines. If a performance guarantee is desired by the County, we will work with you to mutually agree upon the metrics.

The County and TRISTAR will develop a list of claims handling expectations based on accepted industry best practices. An independent audit will be performed within 60 days of the anniversary date of the start of the contract. Generally, a TPA is considered to have exceeded Industry best practices when scores are in excess of 80% on the following areas:

- ♦ **Medical/Cost Management:** Medical Management/Cost Containment best practice includes, but is not limited to: medical bill audits and fee schedule review; periodic receipt and review of medical reports; and establishment and utilization of managed care network (PPO, HMO) – (including direction to these providers during the first 30 days of injury; pre-certification/pre-admission review; and utilization review). Medical reports are obtained and reviewed prior to payment of bills; bills are reviewed in accordance with the fee schedule.
- ♦ **Communication:** Communications include telephone contact, written correspondence, and/or electronic correspondence to: advise about file status, make general inquiries, etc. Parties with whom communication is recommended are the department, claimant and attorneys.
- ♦ **Litigation Management:** Based upon established protocols or file complexity, there should be timely assignment to defense counsel. "Assignment" includes an outline of the issues, direction on immediate activities necessary and clarification of the activities to be maintained by the claims examiner. Defense counsel provides periodic and appropriate status reports that reflect current and future activities on the case, as well as recommending strategy for resolution of the case. Finally, the file should reflect timely follow up by the claims examiner on recommended activities.
- ♦ **Adherence to Special Account Instructions:** Contained within the contract there are specific client account instructions that apply to the County program. Each claims examiner will be scored on their familiarity with and adherence to these instructions.
- ♦ **Disability Management/Return-To-Work:** Proper and timely use of medical management; aggressive pursuit of return to work; timely assignment of nurse case manager; and aggressive pursuit of maximum medical improvement status are all considerations in disability management best practice.
- ♦ **Reserving:** Reserves should reflect the ultimate probable outcome based upon both known and reasonably foreseeable factors.
- ♦ **Action Plan:** The file should contain a current and thorough plan of action that outlines the strategies to move toward resolution and closure. This plan of action should be continually updated as factors change and follow up on open items should be documented. File documentation should also reflect supervision, as indicated by the complexity of the case. The supervision should provide a set of more "experienced eyes" to identify potential exposures, assure timeliness of benefits and facilitate in the outcome of the file.
- ♦ **Subrogation Recoveries:** Where injury is caused by a third party, timely evaluation and pursuit of recovery is made by the adjuster. Further, apportionment and/or other credit or recovery opportunities are identified and pursued.
- ♦ **Three-Point Contact:** Telephonic contact by the claims examiner with the injured employee, doctor and supervisor. The best practice standard is contact or reasonable attempts (at least 3 tries) within two business days of receipt of the claim. This practice should take place on all lost time or delayed claims. The purpose of the contact is to conduct a preliminary investigation to confirm the facts of the case, identify any questionable circumstances and to provide a brief explanation of workers compensation to the injured employee.
- ♦ **Investigation:** Investigation involves determination of issues of compensability, apportionment, 2nd injury or subrogation potential, causal relationship between injury and treatment plan. The



necessity for investigation beyond the 3-point contact should be identified either based upon the information provided on the report of injury, or obtained during the 3-point contact. Investigations may include, but are not be limited to: recorded statements of the employee; interview of supervisor or witnesses; wage statements; personnel records; on-site inspections; photographs; police reports; court records; autopsy or medical records; index bureau reporting; prior workers compensation records; or other information pertinent to the claim file. All indemnity claims should be indexed.

Scores of each of the above areas will be equally weighted to determine an overall score. As an example, a contract penalty or bonus will be determined as follows:

Score	Penalty/Bonus
69 or below	5% penalty
70 to 75	2 ½ % penalty
76 to 79	None
80 to 84	2 ½ % bonus
85 and up	5% bonus

6. If available, please provide a copy of your company's best claim practices.

TRISTAR'S BEST PRACTICES. TRISTAR's Quality Assurance process provides a consistent basis for continuous and incremental improvement on leakage reduction, as well as constant re-evaluation of best-in-class practices. As such, it has developed Best Practices guidelines for each phase of the claims process, including:

- ♦ **Coverage:** Prompt written confirmation and/or analysis of coverage.
- ♦ **Contact:** Same-day contact with all parties involved in the loss, including plaintiff's counsel.
- ♦ **Investigation:** Timely and adequate documentation of facts and the development of an initial investigation strategy plan.
- ♦ **Recovery, Contribution, Deductible Collection:** Constant, effective recognition, investigation and pursuit of recovery and/or contribution possibilities, as well as deductible collection.
- ♦ **Evaluation:** Appropriate analysis of liability and damages. The claim file must reflect the development, strategy and action plan necessary to resolve the claim, while complying with Home Office Technical Claims reporting requirements.
- ♦ **Workers' Compensation Medical, Disability, Rehabilitation Management:** Aggressive management of the medical care and treatment of the injured employee, utilizing a wide range of techniques designed to return the injured employee to gainful employment as quickly as possible.
- ♦ **Negotiation/Disposition:** Disposition of claims, using good judgment to obtain the best possible timely result.
- ♦ **Litigation Management:** The defense team, composed of the handling claim professional and the handling defense counsel, committed to providing high-quality representation in a results-oriented, cost-conscious environment.
- ♦ **Supervision:** Substantive supervisory file handling guidance and coaching throughout the life of the file to efficiently channel the claim toward an effective resolution.
- ♦ **Customer Service:** Service times for initial and subsequent contact with our customers, responses to correspondence and status requests.



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By definition, Best Practices are not static, but are subject to improvement. They are continuously reviewed and updated to help TRISTAR achieve and sustain world-class performance.

WORKERS' COMPENSATION - BEST PRACTICES OVERVIEW

Coverage

- ◆ Prompt confirmation that policy information is accurate and applicable
- ◆ Reinsurance determined and reported where applicable

Contact

- ◆ Same-day contact with employee, employer and a doctor to determine compensability and injury
- ◆ Regular aggressive follow-up with contacts throughout the life of the file

Investigation

- ◆ Recorded statements on back injuries, with others at the discretion of supervisor, adjuster and/or client requirements
- ◆ Wage information obtained and appropriate rate determined
- ◆ Outside investigation completed when necessary
- ◆ Indexing on all lost time cases
- ◆ Fraud indicators checked and referred for Special Investigation (SIU) when appropriate
- ◆ Regulatory requirements and turnaround times met and/or exceeded
- ◆ Initial diary set at 30 days with subsequent follow-up no more than 90 days

Recovery/Contribution

- ◆ All new losses reviewed by a supervisor for potential subrogation
- ◆ Potential sources of recovery identified and placed on notice immediately
- ◆ Other sources of recovery, such as SIF or other state funds, pursued aggressively

Evaluation

- ◆ All losses evaluated for potential financial impact immediately upon receipt
- ◆ Initial reserves established within five days (30 days on major cases) and changes within 30 days
- ◆ Home Office referral for guidance and direction on all files meeting established criteria
- ◆ Medical/Disability/Rehabilitation Management
- ◆ Lost time cases involve aggressive pursuit of Return to Work/Light Duty
- ◆ Disabilities and restrictions determined in a timely manner
- ◆ Medical reports obtained promptly and reviewed by adjuster for early disposition
- ◆ Medical management aggressively followed with early intervention nurse and medical provider
- ◆ Prior to releasing TTD checks contact made to confirm employee is disabled
- ◆ Independent medical exams set up when appropriate
- ◆ Assignment to approved rehabilitation vendors when appropriate and close follow-up and direction

Negotiation/Disposition

- ◆ Claim adjuster to review settlement strategy and plan with supervisor



- ◆ Negotiation conducted promptly and aggressively and documented in file

Supervision

- ◆ Supervisors do not carry personal caseloads
- ◆ Initial 14-day diary review
- ◆ Subsequent reviews at 90-180 days
- ◆ All denials, re-opening, reserves/settlements/payments over adjuster authority level, cases proceeding to trial, award payments, change in claim type/benefit, and more
- ◆ All reviews and evaluations documented

Customer Service

- ◆ Contacts and return phone calls made same day
- ◆ Claim Handling Instructions ("CHI") followed
- ◆ Reserve increases and settlements discussed with customer as required

AUTOMOBILE AND GENERAL LIABILITY - BEST PRACTICES OVERVIEW

Coverage

- ◆ Verification of policy information and application to reported incident
- ◆ Coverage issues resolved within 30 days

Contact

- ◆ Same-day contact with parties involved, obtaining needed information

Investigation

- ◆ Recorded statements obtained when needed
- ◆ Supervisor reviews of new loss and assigned to appropriate adjuster with instructions
- ◆ Outside investigation accomplished when necessary
- ◆ Mandatory indexing on all Bodily Injury claims
- ◆ Liability issues effectively investigated and documented
- ◆ Fraud indication referred for Special Investigation (SIU)
- ◆ Initial diary for 30 days and subsequent at no more than 90 days

Recovery/Contribution

- ◆ Recovery potential is reviewed by supervisor on every claim
- ◆ Liability apportioned to other potential defendants and their insurance carriers
- ◆ Agreements between parties documented

Evaluation

- ◆ Claims evaluated for potential liability immediately upon receipt by both supervisor and adjuster
- ◆ Ranges of potential financial impact established
- ◆ Reserves input within five days (30 days on major cases) and changes within 30 days
- ◆ Home Office referral for guidance and direction on all files meeting established criteria



Negotiation/Disposition

- ◆ Evaluations reflect analysis of liability and damages information
- ◆ Documented action plan developed on all cases for settlement
- ◆ Forms of Alternative Dispute Resolution considered
- ◆ Negotiations conducted aggressively and promptly

Litigation Management

- ◆ File review provided from defense counsel within 30-60 days of initial assignment
- ◆ Planning conference with counsel, adjuster and customer within 30 days of initial review
- ◆ Litigation strategy documented and agreed upon
- ◆ Supplemental case analysis performed throughout life of litigation
- ◆ Suits are discussed in committee by appropriate parties 30 days prior to trial
- ◆ Ongoing litigated matters are discussed in committee at least once annually

Supervision

- ◆ Supervisors initiate all new losses, reassignments and litigation referrals
- ◆ Initial diary of all cases at 30 days with subsequent reviews at no more than 90 days
- ◆ All reviews and evaluations documented

Customer Service

- ◆ Contacts and return phone calls made same day
- ◆ Claim Handling Instructions ("CHI") followed
- ◆ Reserve changes and settlements discussed with customer as required

PROPERTY CLAIMS - BEST PRACTICES OVERVIEW

Coverage

- ◆ Prompt verification of coverage
- ◆ Potential coverage issues addressed within initial 30 days

Investigation

- ◆ Supervisor review and assignment of all new loss reports
- ◆ When applicable, property inspection must be attempted within 48 hours of receipt of loss
- ◆ Cause and origin of loss determined; damages verified and documented
- ◆ Scope of damage and estimation completed within 5 business days
- ◆ Recorded statements obtained when needed
- ◆ Public records obtained as needed
- ◆ Outside investigation conducted when needed
- ◆ Reporting to Property Insurance Loss Register (PILR) mandatory for certain losses
- ◆ First reports reviewed against Fraud Indicators
- ◆ Regulatory/Statutory requirements and turnaround times met or exceeded
- ◆ Initial diary set at 30 days with subsequent follow-up in no more than 90 days as warranted



Recovery/Contribution/Salvage

- ◆ All new losses reviewed by a supervisor for potential subrogation
- ◆ Potential sources of recovery identified, pursued and documented
- ◆ Third-party notices filed within 30 days of assignment
- ◆ Fee arrangements with counsel agreed upon at time of assignment
- ◆ Loss credited by the determined salvage value where applicable
- ◆ Recovery notice created as soon as recovery, contribution and/or salvage potential is identified
- ◆ Processing of recovery indemnity and expense dollars performed with 24 hours or receipt of check

Evaluation

- ◆ All losses evaluated for potential financial impact immediately upon receipt
- ◆ Where warranted, claim disposed of via proper denial, supported by investigation
- ◆ Claim professional completes an evaluation of the loss through file documentation before beginning settlement negotiations
- ◆ Supervisor reviews and approves all settlements over claim professional's authority

Negotiation/Disposition

- ◆ Settlement strategy developed and reviewed by claim professional and supervisor
- ◆ Settlement process begun within 5 working days
- ◆ Final settlement to reflect true value of case based on damages and/or liability

Litigation Management

- ◆ Evaluation of case, litigation strategy and anticipated defense cost developed by claim professional and defense counsel
- ◆ Suit information entered into Suit Log
- ◆ Defense counsel provides initial file review within 30 days of assignment
- ◆ Activity driven reports by defense counsel delivered within 10 days of reported activity

Supervision

- ◆ All new losses, reassignments and litigation referrals initiated by supervisor
- ◆ Initial diary of all cases within 30 days
- ◆ All reviews and evaluations documented

Customer Service

- ◆ New losses assigned same day as receipt
- ◆ All regulatory/statutory requirements and turnaround times met or exceeded
- ◆ Claim payments issued and mailed within 24 hours of settlement
- ◆ Customer Claim Handling Instructions ("CHI") followed

PROFESSIONAL LIABILITY CLAIMS - BEST PRACTICES OVERVIEW

Coverage

- ◆ Prompt confirmation of coverage

- ◆ Potential coverage issues addressed within initial 30 days

Contact

- ◆ Same-day contact all parties involved in the loss, including plaintiff's counsel, if applicable
- ◆ Regular aggressive follow-up with all contacts throughout the life of the file

Investigation

- ◆ Supervisor review and assignment of all new loss reports
- ◆ Insured interviewed where coverage issue exists
- ◆ Pertinent facts/information obtained and investigated in malpractice cases for both insured and professional involved
- ◆ Full description of case and/or course of patient's treatment obtained and investigated in underlying case
- ◆ Collateral sources pursued where applicable
- ◆ Reports sent to Central Index Bureau on all bodily injury claims
- ◆ Outside investigation completed when necessary
- ◆ All regulatory/statutory requirements and turnaround times met and/or exceeded
- ◆ Initial diary set at 30 days with subsequent follow-up no more than 90 days

Recovery/Contribution

- ◆ All new losses reviewed by supervisor for potential subrogation
- ◆ Potential sources of recovery identified, pursued and documented
- ◆ Other sources of recovery, such as third party notices and Alternative Dispute Resolution pursued aggressively

Evaluation

- ◆ Losses evaluated for potential financial impact immediately upon receipt
- ◆ Two separate evaluations completed: underlying case and malpractice case
- ◆ Initial reserves established within five days (30 days on major cases) and changes within 30 days
- ◆ Home Office referral for guidance and direction on all files meeting established criteria

Negotiation/Disposition

- ◆ Settlement strategy developed and reviewed by claim professional and supervisor
- ◆ Negotiation conducted promptly and aggressively and documented in file

Litigation Management

- ◆ Evaluation of case, litigation strategy and anticipated defense cost developed by claim professional and defense counsel
- ◆ Activity driven reports by defense counsel delivered within 10 days of reported activity (telephone contact within 24 hours of significant events/discovery responses)
- ◆ Follow-up communication/reporting among defense team members aggressively maintained

Supervision

- ◆ All new losses, reassignments and litigation referrals initiated by supervisor



- ◆ Initial diary of all cases within 30 days and subsequent reviews at no more than 90 days
- ◆ Reviews and evaluations documented

Customer Service

- ◆ Contacts and return phone calls made same day
- ◆ Customer Claim Handling Instructions (CHI) followed
- ◆ Reserve increases and settlements discussed with customer/insured

The **TRISTAR Claim Handling Manual** is a large document. Here is the Table of Contents, and we would be happy to provide the document upon request.

SECTION 1: GENERAL

SECTION 1.1: INTRODUCTION

SECTION 1.2: MISSION STATEMENT

SECTION 1.3: CLAIMS PHILOSOPHY

SECTION 1.4: CONFIDENTIALITY

SECTION 1.5: SECURITY LEVELS

SECTION 1.6: SYSTEM USER ACCESS

SECTION 1.7: CLIENT SERVICING INSTRUCTIONS

SECTION 1.8: HOME OFFICE REPORTING

SECTION 1.9: TRANSFER OF FILES

SECTION 1.10: ESCHEAT

SECTION 2: CLAIMS ADMINISTRATION

SECTION 2.0: NEW CLAIM SET UP

SECTION 2.1: THREE-POINT CONTACT

SECTION 2.2: COMPENSABILITY

SECTION 2.3: FILE ORGANIZATION AND MAINTENANCE

SECTION 2.4: DOCUMENTATION AND DIARIES

SECTION 2.5: CLAIM CODING

SECTION 2.6: INDEMNITY PAYMENT APPROVAL PROCESS .

SECTION 2.7: EXCESS REPORTING

SECTION 2.8: INDEX SYSTEM

SECTION 2.9: RESERVING

SECTION 2.10: UTILIZATION REVIEW/MEDICAL MANAGEMENT

SECTION 2.11: NURSE CASE MANAGEMENT

SECTION 2.12: INVESTIGATION MANAGEMENT

SECTION 2.13: VOCATIONAL REHABILITATION

SECTION 2.14: LEGAL MANAGEMENT

SECTION 2.15: SUBROGATION

SECTION 2.16: SETTLEMENTS

SECTION 2.17: FRAUD

SECTION 2.18: PENALTY AVOIDANCE

SECTION 2.19: CLAIM CLOSING PROCEDURES

SECTION 2.20: RETURN TO WORK

SECTION 2.21: SUBPOENA DUCES TECUM

SECTION 2.22: STRATEGIC BUSINESS PARTNERS

SECTION 3: SPECIAL HANDLING

SECTION 3.1: DEATH CLAIMS

SECTION 3.2: MEDICALLY SENSITIVE CLAIMS

SECTION 4: CLAIMS OPERATIONS

SECTION 4.1: CLAIM FUNDS MANAGEMENT

SECTION 4.2: VENDOR MAINTENANCE

SECTION 4.3: CHECK PRINTING

SECTION 4.4: MAIL PROCESSING

SECTION 4.5: MEDICAL BILL REVIEW

SECTION 5: AUDITS

SECTION 5.1: INTERNAL AUDITS



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7. Please describe your cyber/information security methods.

During the claims management process, a variety of personal and medical information about individual claimants is gathered and maintained in files. Claimants' privacy is protected by implementing various controls to minimize the risk of inadvertent information disclosure. Claimant records are maintained in a secure fashion with access limited to authorized personnel only. TRISTAR's policy is to provide as much information as possible to our clients while fully complying with confidentiality laws that govern our business.

SSAE 16 (SOC 1) TYPE II: ASSURANCE OF CONTROLS & COMPLIANCE. Our annual audit documents our change management procedures including test controls that indicate the following policies/procedures, including but not limited to:

- ◆ Network Services process for monitoring disk space capacity, system responsiveness and system usage daily
- ◆ User access change policies and procedures limiting access to users
- ◆ User network sessions lock out after period of inactivity
- ◆ Standard server configuration conforming to current IT security standards
- ◆ Changes to configuration of firewall reviewed and authorized by CIO
- ◆ User assigned access rights based on job responsibilities
- ◆ Password policies
- ◆ Notification to clients

Our information security controls are indicated in our SSAE 16 audit control objectives, and provide assurance that access to the application, sensitive master files and data, and the computer network is restricted to authorized persons. We adhere to all regulatory statutes indicating required policies and procedures including notification to affected individuals in the event of a security breach, if any. Our SSAE 16 compliance document includes review of policies and procedures related to protection personal information.

TRISTAR takes security seriously, we have implemented additional information measures to safeguard ours and clients information. We are customer driven, and will customize the claim system as necessary to provide admission, correspondence documents, medical and legal documents, and index searches to meet client requirements. TRISTAR complies with client requirements for email encryption that may vary from client to client. TRISTAR is in compliance with federal, states, and regulations.

ELECTRONIC FILE STORAGE. TRISTAR has off-site electronic storage, daily updates and other measures for security purposes. We perform data interchange using the secure channels such as FTP over SSH or using the PGP encryption where the SFTP capability does not exist. We also have capability to send emails using secured channel where sensitive data is involved and email is used as channel of communication. TRISTAR complies with Health Insurance Portability and Accountability Act (HIPAA) rules regarding personal information or Protected Health Information (PHI).



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PHYSICAL FILES, IF ANY. TRISTAR manages file security and protection with a variety of internal policies and procedures to care and guard the physical files and other items that require security of any such materials associated claim handling which may include, but not limited to:

- ◆ Criminal background checks, bonding, and references for all staff
- ◆ Access control – door locks, receptionist, alarm system, security staff, one door for visitors, check in procedures
- ◆ Sprinklers, smoke detectors, heat sensors
- ◆ Close proximity to fire department
- ◆ Security system to protect electronic data
- ◆ Policy on removing files from the office (Must check-out)
- ◆ Periodic inventory of files
- ◆ Filing system to keep track of files
- ◆ Procedure for disposal or shredding of old files and documents
- ◆ Set procedures for emergencies such as fire or flood and other catastrophic events

DATA BREACH POLICY. TRISTAR has never experienced a data breach. However, we have a policy in place to address a data breach, if it occurs. This policy covers:

- ◆ Notification to parties whose data may have been compromised;
- ◆ The costs of credit monitoring for affected parties;
- ◆ Economic losses that may have been sustained through the breach, and;
- ◆ Services to resolve future credit issues.

8. Describe education services that you expect to provide to our account and any additional services that are available at our request. Note which services will be subject to an additional fee. Please provide samples of materials that you offer.

TRISTAR believes the most effective training for our clients is that which is tailored to their specific needs and audience. For example, we can provide a wide array of training from a very detailed description of the workers' compensation system to a general overview of what workers' compensation is and how the system works. The level of detail we teach is based on our audience: department/division heads, supervisors or employees. Topics that we are often requested to present are accident investigation, how and when to report an injury, overview of the workers' compensation system, benefits of returning employees to modified duty, what an employer can do to impact the cost of a claim, how is a claim reserved, surveillance alternatives, health and workers' compensation clinical issues and other areas of interest. We can also present topics regarding new legislation and changes in rules and procedures and statutes.

Please see **Exhibit A: Sample Training Module** for more details.

REGULATORY, STATUTORY, LEGAL UPDATES. TRISTAR's Quality Assurance Department is responsible for ensuring that our employees and clients stay current on workers' compensation statutes, rules and regulations, including legal requirements and trends in case management. We offer regular ongoing training to assure that all employees remain abreast of new trends and updates impacting national and local workers' compensation landscapes. We provide our clients with periodic updates on legislative

changes, regulatory changes, pending cases and case decisions that have significant impacts upon their workers' compensation programs. These updates range from formal announcements to all TRISTAR clients concerning broad application of these changes, to informal discussions between the claims staff and risk management staff as it pertains to a specific claim.

PROCEDURAL MANUALS. TRISTAR's Quality Assurance Departments maintains and regularly updates our Best Practices and Procedures Manual. All employees are trained in its requirements, and have access to the manual. In addition, during the implementation process TRISTAR will develop client-specific handling guideline document, outlining Adams County's specific requirements, policies and procedures. TRISTAR will provide our Best Practices Manual, and Adams County's Claim Handling Guidelines, to Adams County.

TECHNICAL ASSISTANCE. During the client transition period, TRISTAR will schedule systems training sessions for Adams County users through our Client Services and/or Help Desk team. Additional training can be provided upon request throughout the course of our engagement. Ongoing, Adams County's assigned claim and client services team may be able to assist with custom report production and troubleshoot common questions. In addition, TRISTAR has an in-house, US-based service desk, which is available to our clients.

SAFETY TRAINING VIDEO LIBRARY. TRISTAR now offers an online, streaming safety video library, which may be made available to Adams County at little or no additional cost. Key features include:

- ◆ 24/7/365 availability via internet access
- ◆ Topic based organization – lets client users find videos quickly
- ◆ Robust site search – can search by title, product number, product name, etc.
- ◆ Additional material such as certificates of completion and quizzes available on many videos
- ◆ Completely mobile compatible – all videos and all devices
- ◆ Over 650 titles with more than 365 also available in Spanish
- ◆ Closed captioning for all videos
- ◆ Constantly updated - new videos added as released

Please see **Exhibit B: Safety Training Library Overview and Video List** for more details.

9. Do you provide employee communication services for your clients' employees? If so, please provide a general description of your capabilities. Please provide sample employee communication materials that you have distributed to other clients, include technology based approaches and identify additional costs, if any.

TRISTAR provides customized employee communication services. TRISTAR will work with the County to understand their desired First Notice of Injury reporting process (i.e.: telephonic, internet form, fax), and create an information sheet that the County may distribute and/or post online, outlining the process to report new claims, and providing TRISTAR's contact information. TRISTAR will create templates for customized Division posters, flyers or other notifications. TRISTAR will also customize initial injury acknowledgment letters, forms, and other communications if desired by the County to include information such as the County's return to work policy, preferred provider listings, etc.

Please see **Exhibit C: Sample Employee Communication** for more details.

Please refer to the information about the Safety Training Video Library mentioned in TRISTAR's response to Question 8 as one example.

Many of our clients request our assistance in development of workers' compensation wallet cards for distribution to employees. TRISTAR has worked with Mr. Cundiff to provide these cards for the County's employees. Wallet cards are a helpful tool for employees who may be unfamiliar with the workers' compensation process, and can reduce administrative burden on risk management personnel by providing key information and instructions in advance. Below is an example of a bi-fold wallet card that instructs employees how to report an injury as well as information need for pharmacy first fill.

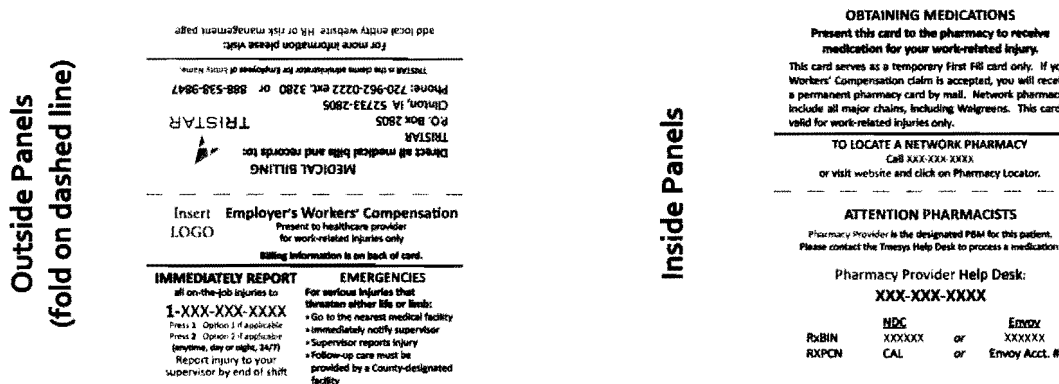


Figure 4: These wallet cards can be customized to meet the need of the entity. Corners are rounded, printed on business card stock, and scored/folded.

10. Discuss briefly any other divisions or special expertise you have that may be helpful to Adams County's Workers' Compensation program.

TRISTAR offers a variety of cost containment strategies for clients including managed care programs that include 24/7 call center, nurse triage, early intervention, predictive return to work modeling, telephonic and field case management, physician review, treatment protocols and customized wellness programs and more. Our bill review audit and PPO network access programs are part of our cost containment strategies. Our Utilization Review is URAC accredited and is recognized national as providing the best level of service. Our ability to negotiate best price nationally affords our customers the best outcomes.

TRISTAR has established relationships with specialty service providers for comprehensive pharmacy programs, durable medical equipment programs, radiology services, physical therapy and physical medicine, implantable devices, translation, transportation, AOE/COE, surveillance and fraud investigations, Medicare-Set-Aside and structured settlement services and negotiated appraisal services. These programs are an integral part of our services. Electronic interfaces with service providers provide TRISTAR with the ability to continue its own paperless, document technology enhancements for our programs.

Additionally, TRISTAR has legal cost containment programs that include negotiated rates, litigation budget expectations and recommended legal referral. All staff is trained to identify and pursue subrogation opportunities.

11. Please include a list of any workers' compensation services that may be available to the County and include the cost of those services including online services. Please provide samples of these services.

CLAIMS SERVICE FEES INCLUDE:

- ◆ Complete and thorough "desk" investigation of all claims reported, including recorded statements where necessary, in accordance with TRISTAR's Best Practices and any special service agreements made with Adams County
- ◆ Evaluation of liability and damages to establish appropriate reserves
- ◆ Reserve Advisories at Adams County-designated levels
- ◆ Notification/reporting to Adams County in accord with our service agreements
- ◆ Adjustment and payment of compensable claims
- ◆ Litigation Planning and Management
- ◆ Employment of anti-fraud measures including assignment and direction of investigators to reduce possibility of payment of non-compensable claims (services of special investigators not included)
- ◆ Maintenance of a record of all investigation, payment and adjustment activities within TRISTAR's claims system and files
- ◆ Pre-Settlement Advisories
- ◆ Structured Settlement Management (cost of structures not included)
- ◆ Large Loss Notices/E-Mail Alerts
- ◆ Claim Acknowledgements
- ◆ Closing Notices
- ◆ Status Reports – Initial at 30 days/90 days thereafter until closure, or as otherwise agreed
- ◆ Subrogation/Recovery/Restitution – No Additional Recovery/Recovery Fee Charged for TRISTAR's pursuit of subrogation
- ◆ Conference calls with legal counsel, and other ancillary providers as necessary or requested

ANNUAL ACCOUNT ADMINISTRATION (Waived for Adams County) Includes:

- ◆ Account Management
- ◆ Adams County-Specific Claims Handling Instructions
- ◆ Quality Assurance Management and Review
- ◆ Bank Account Management and Reconciliation (TRISTAR Accounts Only)
- ◆ Customer Meetings
- ◆ Carrier Audits
- ◆ Annual Stewardship Meeting/Report and Analytical Review
- ◆ 1099 Form Preparation
- ◆ Reporting for brokers, actuaries, consultants, and excess carriers
- ◆ Client Education Programs
- ◆ Development of Policies and Procedures

RISK MANAGEMENT INFORMATION SYSTEMS ACCESS (Waived for Adams County) Includes:

- ◆ TRISTAR Connect User IDs



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- ◆ Customer Hierarchy and Organizational Structure maintenance
- ◆ System Access to Losses, Financials and Reserves
- ◆ Adjuster and Supervisory Notes Access
- ◆ Report Templates
- ◆ Scheduled Reports
- ◆ OSHA Logs, if desired
- ◆ State and Federal Annual and Periodic Reporting as required (including First Notice of Loss –EDI- Reporting to the Division of Worker' Compensation, ERM-6 submission to NCCI for experience Modification Factor, Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 CMS query and reporting, Central Index/ISO/OFAC/CSE)
- ◆ Periodic Cost Containment Reports
- ◆ Claim System Training, Help Desk Access, and Customer Service Unit Support

12. What is the turnover rate for your adjusters?

TRISTAR's greatest strength comes from our staff. We hire qualified staff, pay them competitive salaries and offer above average benefits. TRISTAR senior adjusters generally have 5-10 years of claims experience, have industry related licenses, certifications or designations. TRISTAR Branch Managers and Supervisors have over 15 years or more of experience in their perspective state, may have multi—line experience and have had risk management responsibilities and training.

Our low staff turnover rate allows us to offset high benefit costs through savings in recruitment fees and other employee turnover costs. The average length of service is for an adjuster at TRISTAR is 6.2 years. The workers' compensation adjuster for Adams County, Norie Mayne has been with TRISTAR for approximately 21 years, and the liability adjuster for the County, Janice Hancock has been with TRISTAR for 8 years, and Nella Rosales has been with TRISTAR since 2015.

In fact, some of our adjusters have been with our clients as insured customers through the development of self-insured programs and captive programs as their companies grew. Company-wide, the annual voluntary turnover ratio for the past five years is approximately 11%.

13. Provide details of how your firm will be compensated. List any services that you charge for separately.

For the purposes of this presentation, and as requested in the RFP, we offer a Flat Annual Claims Administration Fee for workers' compensation claims management services and a Cost per Claim Fee for liability claims management services. Please see **Pricing Form: 2019.018** (in separate sealed envelope).

At TRISTAR, we believe that you should have a clear understanding of the price we charge for our services. We are straightforward regarding our methodology, open to discussion relative to our assumptions and cost estimates, and receptive to any alternatives that you would like us to consider. Since our experience has proven that improper focus on administrative costs does not achieve the goal of properly managing total claim disposal costs, we will work with you to strike a proper balance between controlling administrative expenses and providing the appropriate level of resources to realize the best economic outcomes on your claims. We have utilized the desired service specifications to develop our price offerings. Our goal is to tailor both our services and our fee arrangements to best



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meet your needs. Our promise is to provide premier quality management, administrative efficiency, and cost controls are as primary to our mission as they are to yours.

Should a material difference be discovered in the historical data and other information provided by you or your representative that we relied on to provide this proposal, TRISTAR reserves the right to make fee adjustments as necessary. For all fee arrangements quoted, our claim service fees do not include services defined as Allocated Loss Adjustment Expense, whether such services are performed by employees of TRISTAR or others. Please read further for full definition.

PAYMENT TERMS. The Flat Annual Claims Administration Fee will be billed quarterly in advance. Data conversion, special project and fees for services not included in administration or RMIS services will be billed at the end of the month in which they are incurred. Fees are due within 10 business days of invoice.

PRICING STRUCTURE. We believe that Adams County's and TRISTAR's interests will be most closely aligned with a flat annual fee approach for workers' compensation. We have provided a cost per claim structure for liability claims is most practical due to the small volume of reported claims.

14. Please provide two (2) references of accounts that have terminated services within the past two years. Please describe the reason(s) for termination.

JEFFERSON HEALTH SYSTEM

Kim Ferguson, Insurance Manager (formerly of Jefferson Health System),

Telephone: 610-225-6216

Email: fergusonk@corpins.org

Current Address of Contact: Corporate Insurance Services,
259 N. Radnor-Chester Road, Ste. 290, Radnor, PA 19087

Services: Workers' Compensation Claims. Jefferson Health System disbanded, now owned by TJU. Contract was non-renewed due to organization changes.

RAILCREW XPRESS

Bryan Taylor, Director - Safety, Risk & Claim Risk

9867 Widmer, Lenexa, KS 66219

Phone: 913-928-5008

Email: bryan.taylor@railcrewxpress.com

Railcrew Xpress changed carriers, and their new carrier does not permit unbundled claims services. TRISTAR continues to manage Railcrew Xpress's run-off claims.

15. Please provide at least four (4) current account references in Colorado.

Please see Reference Form.

16. Please list any current clients that are governmental entities.

More than 80% of our property and casualty claims management business is workers' compensation, and nearly half of our clients are public entities. We serve a wide range of public entity clients, including school districts, cities, counties, states, public transportation systems, special districts, law enforcement and other municipal entities.

Here is a sampling of the top public entities TRISTAR serves:

City of Los Angeles	SEPTA	Granite School District
County of Los Angeles - Fire	Chula Vista Elem School Dist	Washington Elementary SD
Teachers' Health Trust	Fort Worth ISD	Larimer County
County of Los Angeles	Imperial Irrigation District	Northern Colorado School District
State of Illinois	Pima County	Judson ISD
Cedars-Sinai Health System	Santa Clara County Office of Education	Greater Dayton Regional Transit Authority
City of Houston	Brownsville ISD	Maricopa Community College
County of San Joaquin	Metropolitan Transit System	Dallas County School District
Colorado Special District P&L	National Retail Systems	City of Yuma
Long Beach Unified School District	Lake Elsinore Unified Sch Dist	City of McAllen
Fresno County Self-Insured Group	Roseville, City of	Beaverton School District
City of San Antonio	City of South San Francisco	Utah Uninsured Employers Fund
Santa Clara Valley Trans Authority	Via Metropolitan Transit	Mesa County Valley School District 51
City of Tucson	Dallas Independent School Dist	City of Colton
City of Dallas	City of Irving	City of Campbell
County of Marin	Bexar County	Mesa County, Colorado
Deep East Texas Self Ins Fund	City of Merced	
	Hidalgo County	
	Adams County, Colorado	

17. Discuss any impending changes in your organization that could impact the delivery of your services.

TRISTAR has no current plans for any significant changes to senior management or company structure that would impact our ability to provide services to Adams County.

18. Describe the form of professional liability or errors and omissions insurance carried by your company and the amount of coverage.

Coverage	Broker	Carrier	Policy Number	Limit			Policy Period	
				Occurrence	Aggregate	Deductible	From	To
E & O Primary	AJ Gallagher	Great American E&S Insurance Company	TER 285-98-36	\$10,000,000	\$10,000,000	\$350,000	February 1, 2019	January 31, 2020
E & O Excess	AJ Gallagher	Indian Harbor Insurance Company	MPE 9033201 03	\$5,000,000			February 1, 2019	January 31, 2020
E & O Managed care	AJ Gallagher	Great American E&S Insurance Company	TER 285-98-35	\$5,000,000	\$5,000,000	\$50,000	February 1, 2019	January 31, 2020



Please see **Exhibit D: Certificates of Insurance, Certificates of Good Standing, Deloitte and Touche SSAE 16 Opinion Letter.**

19. Describe in detail your service philosophy, and the number of staff members available to support your clients.

Our claims philosophy consists of a general statement of intent to handle claims ethically and in a manner that is fair, honest, and equitable to all parties involved. To fulfill this intent, TRISTAR will do the following:

- ◆ Our claims offices will be organized, staffed and operated in a manner consistent with our corporate philosophy
- ◆ We shall approach claims management from the orientation of meeting our client's needs within the framework of the law and our contractual obligations
- ◆ Claims administration will be conducted ethically, recognizing fully our responsibilities to our clients, their employees and the public
- ◆ Our claims decisions and payments shall be made promptly when due, in accordance with each applicable statute

Our philosophy and statement of Good Faith is consistent with that of Egan v. Mutual of Omaha Ins. Co., "A covenant of good faith and fair dealings requires contracting parties to refrain from doing anything to injure the right of the other to receive the benefits of the agreement." (24 Cal. 3d 809.)

In the spirit of this substantive case law, TRISTAR believes that as an administrator we have a duty to investigate claims thoroughly. We do not deny coverage based on either unduly restrictive policy interpretations or standards known to be improper, and we will not unreasonably delay or deny the processing or payment of claims.

TRISTAR has nearly 1,000 employees nationwide, including TRISTAR Risk Management (property and casualty claims management), TRISTAR Managed Care (medical cost containment and care management) and TRISTAR Benefits Administrators (employee benefits and leave administration), as well as our internal "infrastructure" functions: Information Technology, Human Resources, Finance/Accounting, Client Services, Sales, Marketing, etc. The entire company is available to support our clients, within the scope of their respective positions and responsibilities. Our Information Technology Service Desk is available for clients as well as internal TRISTAR employees.

20. List additional ways that your firm can assist with the management of workers' compensation, including preparation of claims activity reports, executive summary reports, annual financial projections for budgeting purposes analysis, etc.

TRISTAR CONNECT (RMIS). TRISTAR's claim system and managed care systems are interconnected to a Risk Management Information System, TRISTAR Connect, for real-time accessibility to claim detail and data. The system is paperless, web-based, and offers Android and Apple compatible mobile apps for employers and claimants. TRISTAR Connect is accessible online using common software, such as Internet Explorer or Google Chrome browsers, PDF Reader for viewing charts and generated reports, Microsoft Excel for "download" functionality and generated reports, and AlternaTiff to view images.

The claims system provides adjusters with automated access to forms, rates, rules and regulations to streamline the adjudication process. Standard forms can be customized for customers to reiterate the client's return to work policies and procedures, and our business rules will calculate average weekly wage (AWW) and indemnity benefits. Adjusters have access to federal and state laws, regulations, and rates, medical treatment guidelines and more.

TRISTAR will provide access to authorized users, and will update user access as provided by Adams County on a periodic basis as needed. TRISTAR Connect provides access to a client dashboard, individual claim detail, and reports.

- ◆ **Dashboard:** Our goal is deliver relevant, actionable information in a user-friendly dashboard view. There are three tabs within the dashboard, each sharing key metrics in presentation-ready format: Claim, Financial and Loss Control. Our claim view includes a Trial Calendar with a rolling two month view of upcoming hearing and trial dates. Each dashboard screen offers one-click dropdown to view the data populating the report, option to print or export, and many of the dashboard reports include "hot sites" where simply scrolling the mouse over the site will produce a pop-up with key detail on that data point.
- ◆ **Claim detail:** Includes diary, notes, payment processing, reserves/reserve changes, litigation, medical management, policy management, correspondence, work status and restrictions, vendor tracking, correspondence and more. Users have the ability to open three separate claims simultaneously via independent tabs within the portal.
- ◆ **Report module:** Standard management reports and customized, ad hoc reports are available to run, view, print, email, or download. We offer over 80 reports such as Loss Prevention, Loss Triangles, Claim Log, 1099's, and many others. Reports may be programmed to run automatically on a user-designated schedule.
- ◆ **Alerts:** Our tools allow for customized alerts based on client specific criteria, such as reserve changes in excess of a given amount, large payments, closing notices, and the like. User Defined Examples include but may not be limited to:
 - ◇ Attorney added
 - ◇ Claims open with zero reserves
 - ◇ Claims that have been reassigned to a different adjuster
 - ◇ Claims that have closed
 - ◇ Claims that have a reserve change – increase or decrease greater than a specific dollar amount
 - ◇ Work status change
 - ◇ Incurred over certain amount
 - ◇ New claims this month
 - ◇ Paid over certain amount

Access can be customized for individual users.

A demo may be viewed at: https://www.youtube.com/watch?v=Y_rpGqXpt44

TRISTAR REPORT CAPABILITIES. The claim system provides a myriad of reports designed to enable personnel to analyze data from the risk management perspective. Reports can be produced real time or for user defined reporting history periods.



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The system includes dozens of standard and customized reports, and ad-hoc reports. Examples include Loss Prevention, Custom Claim reports, Lag Time reports, Policy and Fiscal Year Summary Report, SIR/Excess Reports, Litigation reports, Subrogation reports, Denial reports, Payment reports, Injury Matric reports, Occupation/Body Part/Nature of Injury/Incident Type reports, 1099 forms, OSHA reports, and many others. Reports may be run by Division, Agency, Department, or for any customized hierarchy.

The main feature of the Report Module allows one window to query all reports. The user can add or delete reporting fields and selection criteria with ease. All terminology is common claims terminology; the end-user is isolated from the database or system language.

The user selects the report group such as general, loss prevention, payment processing, etc. The user can then identify specific claims as well as valuation dates for the report. All reports appear first in a display window, which can also be previewed. Roll-ups are user-defined and are not pre-programmed. The end user can specify the sorting and grouping/totaling, as desired. The ability to sort, group, and total on any field of a report has been found by our clients to be very helpful. The user can export reports in common file formats, including Excel, ASCII CSV, and Adobe Acrobat (PDF).

Customized Report Package: TRISTAR typically provides a customized monthly, quarterly, annual and periodic report package for our clients. Reports include fiscal or policy year summary reports, open/reopened claims reports, check registers, financial activity reports and even safety activity reports.

Ad-Hoc Reporting: Real-time ad-hoc reporting is available for user defined report production.

Reporting History Periods: TRISTAR creates "Reporting History Periods" every month after midnight the last day of each month. Reporting History Period functionality enables the user to produce statistical and analytical data that is static for that specific "value as of date" – or reporting history period. Reports can be produced with reporting history periods as of "last month", "last quarter", "last year", "last fiscal" year, etc. Reports with Reporting history periods typically include paid, outstanding reserves, total incurred amounts within the reporting history period in addition to total financial summary amounts of total paid, total outstanding, and total incurred and total recoveries and net incurred. This type of reporting ability provides the ability to develop loss trends and benchmarking data for actuaries or claim analysis for assisting in risk management administrative decisions.

Please see **Exhibit E: TRISTAR Connect Overview and Screenshots** for more details.

21. Describe in detail your data analytics capabilities

TRISTAR has literally provided thousands of extensive loss runs, data analysis, trending and benchmarking reports, OSHA statistics, safety reports and other analytics on a monthly, quarterly, annual, and periodic basis for our customers throughout the last 30 years. We have utilized our extensive list of public entity and self-insured business to compare data and program results, and can share outcomes, and our capital intelligence of best practices to help ensure our customers gain value from our experience. In addition to monthly and quarterly reports, we will provide Adams County with an annual stewardship report.

All data captured by TRISTAR in the claim system is available for sophisticated analytics to support the County workers' compensation risk management program. Our customizable report templates allow

users to manipulate query filters and criteria, to provide benchmark and trending data, and to generate customized stewardship reports.

We capture information such as location codes, county departments and job titles, type of injury, body part injured, time of day/day of week that incident occurred, employee demographics, days lost, days modified, detailed financial data, and much more. Our comprehensive database helps to reveal loss trends and opportunities to mitigate risk. TRISTAR will also compare our outcomes to the County's available historical data.

As requested, TRISTAR will provide a customized annual stewardship report to the County to provide a basis for designing and implementing specific programs:

- ◆ To prevent injuries from occurring.
- ◆ To control and manage the costs once an injury has occurred.
- ◆ To monitor the effectiveness of services and procedures that which have been implemented.

Please see **Exhibit F: Sample Stewardship Report** for more details.

22. Indicate how you keep clients informed of regulatory and legislative changes.

TRISTAR's quality assurance department is responsible for ensuring that our employees and clients remain current on workers' compensation statutes, rules and regulations, including legal requirements and trends in case management. We offer regular ongoing training to assure that all employees remain abreast of new trends and updates impacting national and local workers' compensation landscapes. We provide our clients with periodic updates on legislative changes, regulatory changes, pending cases and case decisions that have significant impacts upon their workers' compensation programs. These updates range from formal announcements to all TRISTAR clients concerning broad application of these changes, to informal discussions between the claims staff and risk management staff as it pertains to a specific claim.

23. Please provide samples/examples of communication materials and resources you provide both printed and electronic.

TRISTAR is able to provide the County with an array of communication materials, including claim-specific forms and communications (First Notice of Loss forms, state-specific forms and reports, status report updates, authority requests), as well as informational presentation material regarding TRISTAR's processes designed for the County's Risk Management team, or informational material regarding workers' compensation processes designed for distribution to all of the County's employees. TRISTAR's quality assurance department also manages communications regarding changes in jurisdictional requirements, case law, trends and updates impacting national and local workers' compensation landscapes.

Exhibit G: Sample Correspondence and Forms for samples of how we communicate with our clients and their employees.

24. Describe any other facets of your organization and your firm's experience that are relevant to this proposal that have not been previously described and that you feel warrant consideration.

TRISTAR's policy and practice is to work in collaboration and partnership with our clients, including providing proactive client services. This may include, but not be limited to:

- ◆ Day-to-Day Claim Management – Return-to-work, authorizations and approvals, reserve, payment or settlement authorities, closure strategy,
- ◆ Sensitive or Severe Claims/Incidents: In these instances, TRISTAR will communicate with Adams County in its preferred method which may include: specific forms that are emailed or mailed, telephonic roundtable strategy discussions that may involve the County, claims professionals, and specialists such as nurses, attorneys, and investigators, etc.
 - ◇ Catastrophic injuries
 - ◇ Claims that may involve public relations/media coverage
 - ◇ Suspicious or potentially fraudulent claims
 - ◇ Cases with potential to produce precedent
 - ◇ Politically sensitive claims
- ◆ Regular Reporting: Weekly, Monthly, Quarterly, Annual, Etc.
 - ◇ TRISTAR's program manager will assure that Adams County receives its periodic, regularly scheduled reports, which may include email delivery and/or delivery within the TRISTAR Connect system.
 - ◇ TRISTAR will also provide assistance to address any necessary ad hoc reporting needs.
- ◆ Claim Review Meetings: Quarterly or as otherwise requested
 - ◇ Formally review claims meeting Adams County thresholds (incurred value, injury/incident type, litigated, etc.) or as specifically requested
- ◆ Trends in Claim Outcomes
 - ◇ TRISTAR's program manager will regularly monitor Adams County's program to identify successes, opportunities for improvement, patterns in injuries and potential opportunities to reduce claim frequency or severity.
 - ◇ These trend reports will be presented at an annual stewardship review meeting, or as otherwise requested by Adams County
- ◆ Opportunities for Service Efficiencies or Enhancements
 - ◇ Should TRISTAR identify opportunities to improve service to Adams County, such as improvement of workflows, communication, enhanced service opportunities, we will bring those opportunities to the attention of Adams County for discussion.
- ◆ Service Challenges: TRISTAR will notify Adams County via telephone call, and document via email or letter, and update any forms or manuals to appropriately address any necessary changes.
 - ◇ Should TRISTAR identify areas of potential concern, we will promptly raise those issues to Adams County with an action plan for resolution.



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25. Describe your quality assurance process and frequency of internal operational audits.

TRISTAR recognizes the vital importance of quality in both the service provided to our clients and our technical claims product. Our robust Quality Assurance program helps assure consistent, high quality service in compliance with applicable statutes, rules and regulations. TRISTAR's quality control measurements include, but are not limited to, the following programs to ensure that we are consistently adhering to those practices and procedures established to move files to appropriate closure:

TRISTAR takes a multi-faceted approach to Quality Control to ensure that we consistently adhere to practices and procedures established to move files to appropriate closure. There are three formal audits conducted annually for each claims operation unit to ensure compliance to TRISTAR policies and procedures as well as client and State and Federal handling requirements. TRISTAR can conduct additional audits if requested by a manager or client. Auditors select claims randomly based on pre-determined percentage of claims by claim type. Audits include comprehensive check data points including claim file set up and correspondence, file administration, investigation, coding, reserves, indemnity benefits, medical payments, subrogation/recoveries, litigation management, excess carrier reporting, claims management, supervisor and manager involvement.

The national audit program includes:

- ◆ A claims audit performed by our quality assurance department to ensure compliance with current law; TRISTAR claims administration guidelines, move files to closure, return injured workers to productive work and adhere to client service instructions.
- ◆ A financial audit performed by TRISTAR's financial auditors for review of payments, accounting, reserving, and other financial controls.
- ◆ An SSAE 16 (SOC 1) Type II performance audit performed by Deloitte and Touche. A SOC 1 audit reviews controls at a service organization relevant to its user entities' (clients) controls over financial reporting. Deloitte audits TRISTAR's procedure, management, and technical aspects of claims handling, and assuring standardization across the TRISTAR organization. Our SSAE 16 (SOC 1) Type II audit is available upon request with a signed confidentiality agreement, and TRISTAR will review audits performed by our internal quality assurance department upon request.

The auditors track performance by claim unit and report the information to TRISTAR's Branch Manager, Vice President of Client Services and Claims Operations, Vice President/Regional Manager, and President. Branch managers are expected to achieve 85% or above. If there is a noticeable trend or consistent error with the adjuster, the manager or supervisor utilizes the information for immediate training and correction.

QUALITY CONTROL MEASUREMENTS. TRISTAR's quality control measurements, "check and balance", include, but are not limited to, the following. We have developed the following programs to ensure that we are consistently following those practices and procedures established to move files to closure and return injured workers to productive work status.

SUPERVISORY REVIEW. TRISTAR supervisors do not carry a caseload allowing, them to concentrate on their primary function, assisting the claims adjusters in developing action plans to move files to closure. Supervisory reviews are on both a random and systematic basis.



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RANDOM AUDIT. Our auditors select indemnity and medical files on a random basis for internal audit from the claims system.

These audits focus on:

- ◆ Plan of action
- ◆ Appropriate determination of benefits
- ◆ Compliance with client requirements
- ◆ Compliance with State rules and regulations
- ◆ Timely delivery of benefits
- ◆ Reserves
- ◆ Focus on case resolution
- ◆ Compliance with TRISTAR policies and procedures

Results are documented and reviewed with each claims adjuster, noting areas requiring improvement, and providing direction. Areas identified for improvement are addressed through additional training or by corrective action, where necessary.

SYSTEMATIC DIARIES AND REVIEWS. The claims supervisor and branch manager, through controlled system-driven diaries and reviews, monitor critical claim functions. These include:

- ◆ All denied cases
- ◆ Re-opened claims
- ◆ Reserves over claims adjuster authority level, or over \$100,000
- ◆ Settlements or payments over claims adjuster authority level
- ◆ 12-day diary from initial date of injury for TD review
- ◆ All indemnity and medical only claims closures
- ◆ Cases proceeding to trial
- ◆ Award payments
- ◆ Supervisory review of claim type and benefit changes

The claims administration system includes automatic diaries generated and based on specific data elements entered in to the online claims file. Diary assignment is to a specific claims adjuster and/or supervisor/manager for review, activity, or response. Managers and supervisors document approval, comments, and directives in the claims files. Corrective action plans and directives are determined following the same process as those for random audits.

SELF AUDIT. The claims adjusters perform self-audits on their files. Utilizing a closure checklist, this self-audit addresses items such as the processing of appropriate forms, correct calculation of benefits, resolution of permanent disability and vocational rehabilitation/supplemental job displacement, voucher issues and any unpaid or disputed medical bills or liens.

TECHNICAL AUTHORITY LEVELS. TRISTAR's claim system is programmed to provide technical authority levels based on job title, experience and client requirements in the areas of reserving, claim delay or denial, benefit payment and change. Our system also includes edits that provide for supervisory and



management review of files, payments, and legal documents on an ongoing basis at critical times throughout the life of a claim. Documentation of their involvement is required in the computerized claim file notes.

USE OF "COMMITTEE" SYSTEM. TRISTAR uses a "committee" style claims administration when establishing the initial plan of action and reserve analysis on catastrophic claims. The committee will consist of the adjuster, supervisor and branch manager and the client (where appropriate). TRISTAR uses committees for "roundtable" discussion and development of action plans for potential fraudulent claims and claims training exercises.

LEGAL DOCUMENT CONTROL. A supervisor reviews all court and regulatory legal mail. The adjuster and supervisor document all future court dates and monitor awards to help assure prompt payment.

CLIENT PROCEDURAL AND SERVICE INSTRUCTION COMPLIANCE. TRISTAR completes an implementation form for every new client, which includes client specific requirements. Our system also provides for entry of these specific requirements into the "client profile" screen, which is available to all staff assigned to a specific client. This information allows the staff to provide services consistent with the client's requirements.

DOCUMENT PROCESSING. Our claims adjusters generate standard and customized correspondence documents and regulatory forms created from the claims database. This assures accuracy and uniformity in the providing information. All documents and forms are electronically stored in the claim system.

Our extensive auditing, policies, procedures, and commitment to SSAE 16 (SOC 1) type II compliance differentiate TRISTAR in the industry, and helps to ensure compliance with statutory rules and procedures, TRISTAR claim handling practices and Adams County service instructions.

INCENTIVE FOR QUALITY ASSURANCE EXCELLENCE. TRISTAR's President's Award for Claims Handling Excellence is awarded annually as incentive for adjusters and supervisors to achieve outstanding audit results: adjusters must score 95% or higher, and supervisors must have an individual audit score of 95% or higher, and their units must earn an overall score of 90% or higher. Team members who achieve these metrics earn a monetary prize, a plaque, and are mentioned in our internal newsletter.

26. Please provide your timeline for implementation of this Contract, if you are selected.

As the current provider of TPA services for the County, there is no need to implement a new program. As the new contract is set to begin, the TRISTAR/Adams County management team will review the past and work together to create an even better program moving forward.



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Exhibits

Required Forms

W-9

Contractor's Certification of Compliance

Contractor's Statement

Reference Form

Vendor Information Form

Exhibit A: Sample Training Module

Exhibit B: Safety Training Library Overview and Video List

Exhibit C: Sample Employee Communication

***Exhibit D: Certificates of Insurance, Certificates of Good Standing,
Deloitte and Touche SSAE 16 Opinion Letter***

Exhibit E: TRISTAR Connect Overview and Screenshots

Exhibit F: Sample Stewardship Report

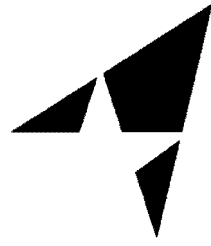
Exhibit G: Sample Correspondence and Forms

PRICING Form 2019.018 can be found in the included separate sealed/labeled envelope.



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Required Forms



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
CONTRACTOR'S CERTIFICATION
OF COMPLIANCE
(Signature Required)**

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a Agreement for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or Agreement with an illegal alien who will perform work under the attached Agreement for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached Agreement for services.

TRISTAR Risk Management

Contractor Name

Thomas J. Veale

Printed or Typed Name

Signature

President

Title

March 8, 2019

Date

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
CONTRACTOR'S STATEMENT**
(Signature Required)

Pursuant to 2 C.F.R. Part 200 Subpart C 200.213, Contractor certifies that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency, and has read and fully understand all the conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said conditions as stated or implied. In consideration of the above statement, the following Proposal is hereby submitted.

If any of the documents listed on the cover page are missing from this package, contact Adams County Purchasing. If you require additional information, call the Purchasing Division contact person.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Proposal, (3) the Proposal is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this Solicitation, and (4) the Contractor will accept any awards made to it as a result of the Proposal submitted herein for a minimum of 120 calendar days following the date of submission.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

(List addendum numbers separately): _____

TRISTAR Risk Management

March 8, 2019

Contractor Name

Date

Signature

Thomas J. Veale

Printed Name

President

Title

700 Oceangate, Suite 700

Address

Long Beach, CA 90802

Los Angeles

City, State, Zip Code

County

562-495-6600

562-495-6672

Telephone

Fax

tom.veale@tristargroup.net

Email



ADAMS COUNTY

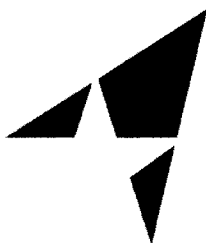
COLORADO

Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

REQUEST FOR PROPOSAL REFERENCE FORM

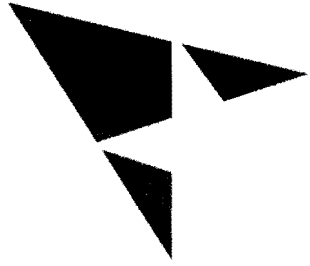
(Recent projects of similar size or scope)

1.	Company Name	Mesa County
	Address	544 Rood Ave, Grand Junction, CO 81502-5063
	Contact Name & Phone	Jean Boothe, Risk Administrator, 970-244-1868
	Contact Email Address	jean.boothe@mesacounty.us
	Project Name	Workers' Compensation/Liability Claims Services
	Project Date & Project Value	Services 1/1/04 to Present. Approximately \$55,000
2.	Company Name	Larimer County
	Address	200 W. Oak Street, Suite 4000, Fort Collins, CO 80521
	Contact Name & Phone	Jeff Green, Risk Manager, 970-498-5962
	Contact Email Address	jlgreen@larimer.org
	Project Name, Date & Value	Workers' Compensation/Liability Claims - 1/1/05 to Present, Approximately \$50,000
3.	Company Name	Childrens Hospital Colorado
	Address	13123 East 16h Ave., Box 545, Aurora, CO 80045
	Contact Name & Phone	Bryan Storey, Director, Department of Risk, 720-777-4392
	Contact Email Address	Bryan.Storey@childrenscolorado.org
	Project Name, Date & Value	Workers' Compensation TPA Services, 1/1/06 to Present, Approximately \$39,000
4.	Company Name	Northern Colorado School District Self-Insurance Pool
	Address	395 S. Pratt Parkway, Longmont, CO 80501
	Contact Name & Phone	Heather Keith, Claims Specialist/Risk Mgmt., 303-682-7428
	Contact Email Address	Keith_Heather@svvsd.org
	Project Name, Date & Value	Workers' Compensation Claim Services, 7/1/07 to Present, Approximately \$85,000



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Exhibit A:
Sample Training
Module

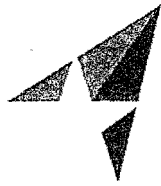


TRISTAR[®]

Bad Faith – Claims

2017

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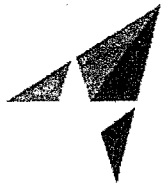
Bad Faith - Claims

- The workers' compensation system started out with an exclusive remedy provision that would not allow the injured employee to collect workers' comp benefits and then sue the employer under a tort theory for damages in excess of the workers' compensation benefits. If the employee elected to pursue workers' comp, then workers' comp would be the exclusive remedy allowed to him or her.
- National Association of Insurance Commissioners (NAIC) has promulgated a model Unfair Claims Settlement Practices Act (referred to as "UCSPA") that has been adopted in nearly every state subject to individual state variation.
- As a result Bad Faith is a fluid concept and is defined primarily by court decisions in case law. Examples include undue delay in handling claims, inadequate investigation, refusal to defend a lawsuit, threats against an insured, refusing to make a reasonable settlement offer, or making unreasonable interpretations of an insurance policy.



Bad Faith - Claims

- When benefits are not properly (and promptly) rendered, many states provide for penalties and fines while still retaining the exclusive remedy provision.
- In many states, either the common law tort or an equivalent statute authorizes punitive damages for bad faith to further incentivize insurers to act in good faith towards their insureds
- I have included the “50 State Survey of Bad Faith Laws and Remedies”. This survey covers a summary of the statutes, regulations and judicial opinions in each setting and the standards for insurers’ claim practices – the “rules of the road” and the legal remedies available to insureds when insurers fail to meet those standards.



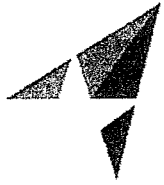
Bad Faith - Claims

- An insurer that is found to have acted in bad faith can be liable for damages in excess of the policy limits, including liability for judgments in excess of the policy's limits, statutory penalties, interest, emotional distress, consequential economic losses, attorneys' fees, and punitive damages. In bad faith cases, punitive damages are usually determined not solely with regard to what the insured's actual losses were, but also with regard to the insurer's wealth.
- Bad faith claims generally require that the acts of the employer/carrier rise above the level of mere negligence. Acts require a level of both negligence and knowing unreasonableness, such as willful, wanton, conscious, or reckless disregard of the consequences of the action.



Bad Faith - Claims

- Whether your state follows the exclusive remedy rule or allows bad faith lawsuits, the workers' compensation claim should be handled in such a manner as to preclude any allegations of improper conduct.
- When the claim is reported or made known to the employer and/or carrier, the investigation to determine compensability should be prompt, objective, and reasonable. If the injured worker's version of the accident and injury indicates a compensable claim, and there is no reasonable basis or red flag to indicate otherwise, then the adjuster should proceed with accepting the claim and providing benefits as promptly as possible.



Bad Faith – possible pitfalls

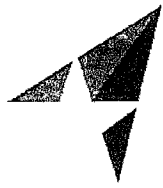
The improper delay or denial of benefits may result from:

- an understaffed claims office
- an overworked adjuster
- a poorly trained adjuster
- a vindictive employer
- an improper incentive program
- any of a number of other unacceptable reasons



Bad Faith - Duty to Investigate

- If there is a reasonable basis to believe that the claim does not arise out the employment and/or did not occur in the course of employment, then the defendants have a duty to investigate and deny if appropriate.
- Delaying or denying benefits is appropriate if and only if the defendants promptly, properly and objectively investigate and evaluate the claim and document the basis for delay or denial.



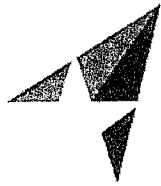
Bad Faith - Duty to Investigate

- If there is a reasonable basis or red flag indicating possible non-compensability, then an investigation should be promptly initiated and completed. You should give at least equal consideration to the injured worker and try as hard or harder to prove compensability as he/she does to prove non-compensability.
- You should not focus solely on finding an excuse or basis for denial or delay. It would be bad faith to ignore facts supporting compensability while trying to find facts to support a denial.



Bad Faith - Duty to Investigate

- A denial or delay in providing benefits should not be based on speculation, rumor or ambiguous information. An investigation and coverage decision cannot rely on a gut-feeling, or a doubt by the employer or the adjuster.
- Any denial or delay should be based on documented and proven facts and explained as such in the file. If the adjuster cannot clearly list the facts and proof being relied on to deny or delay the claim, then strong consideration should be given to accepting and paying the claim without delay.
- To do otherwise is to invite what has become a common result—fines, penalties, audits or a lawsuit for bad faith. If your state has not allowed bad faith lawsuits in workers' comp cases, an egregious enough case might be a tipping point.



Bad Faith – Unfair Claim Practices

The following are commonly utilized measures that apply to all lines of business and can lead to Bad Faith allegations and in many states are known as “deadly sins”:

- Misrepresenting to claimants any pertinent facts or insurance policy provisions.
- Failing to acknowledge or act reasonably promptly upon communications with respect to claims.
- Failing to affirm or deny coverage of claims in writing within a reasonable time after “Proof of Loss” requirements are completed.
- Failing to act in good faith to effectuate prompt, fair, equitable settlements.
- Forcing insureds to instigate litigation to recover amounts due by offering less than the amounts ultimately recovered.



Bad Faith – Unfair Claim Practices

- Attempting to settle a claim by an insured for less than the amount to which he/she is reasonably entitled by referencing advertising material accompanying an application.
- Attempting to settle a claim on the basis of an application which was altered without notice to the insured.
- Failing, after payment of a claim, to inform insureds, upon request by them, of the coverage under which payment was made.
- Telling insureds or claimants that the insurer typically appeals arbitration awards in favor of insureds or claimants for the purpose of compelling them to accept a smaller settlement award or compromise.



Bad Faith – Unfair Claim Practices

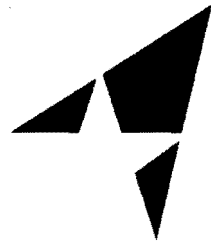
- Delaying the investigation or payment of claims by requiring a preliminary claim report and then requiring subsequent submission of formal Proof of Loss forms, both of which contain substantially the same information.
- Failing to settle claims promptly under one portion of the insurance policy coverage in order to influence settlements under other portions of the policy coverage.
- Failing to provide a reasonable explanation based on the facts or applicable law of a denial or offer of a compromise settlement.
- Directly advising a claimant not to obtain the services of an attorney.
- Misleading a claimant as to the applicable statute of limitations.



Bad Faith – Unfair Claim Practices

How to avoid?

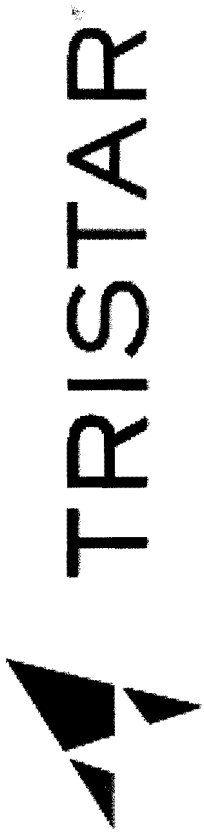
- Respond timely to phone calls and letters from all parties
- Process incoming mail in a timely manner
- Document all activities and decisions made on the claim file. Don't procrastinate or delay your decisions.
- Be consistent in your claims handling across all files in your caseload
- Follow established TRISTAR procedures
- Notify Front Line Supervisor , Branch Manager and the Quality Assurance Department upon receipt of any informal, formal, telephonic or written allegation/exposure immediately (keep in mind Carrier reporting duties that may be triggered as well)
- When in doubt or if you are unsure about what to do or whom to report to ask for assistance – Don't ignore the issue/question/uncertainty



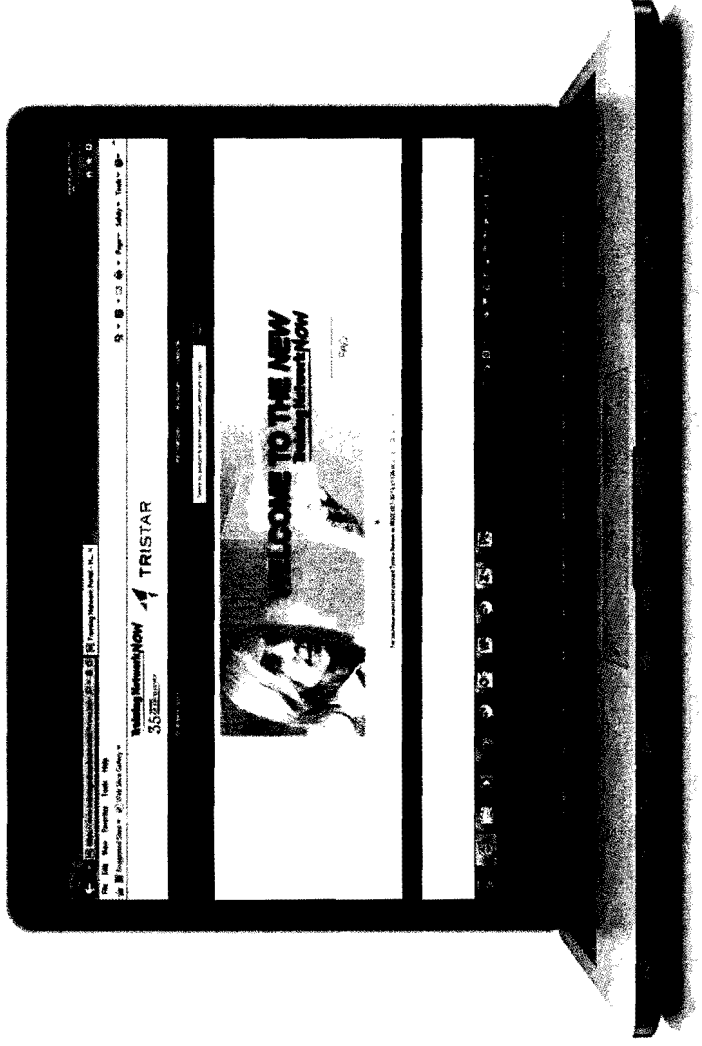
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Exhibit B:

Safety Training Library Overview/Video List



Online Safety Video Library



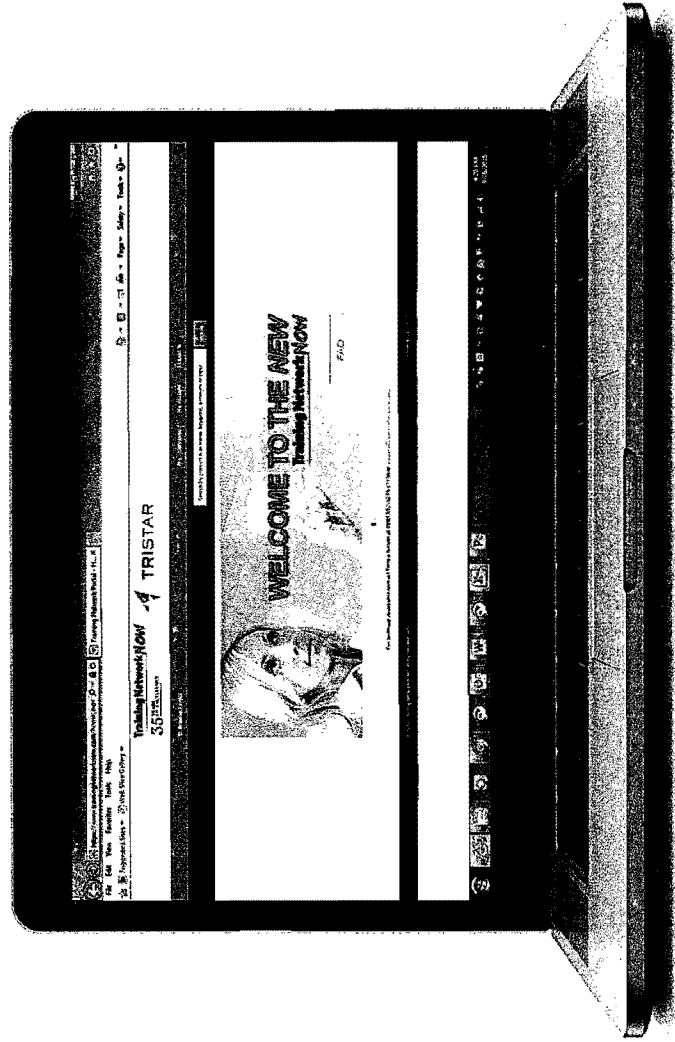
Key Features

- 24/7/365 availability via internet access
- Topic based organization – find videos quickly
- Robust site search – can search by title, product number, product name, etc.
- Additional material such as certificates of completion and quizzes available on many videos
- Completely mobile compatible – all videos and all devices
- Over 650 titles with more than 365 also available in Spanish
- Closed captioning for all videos
- Constantly updated - new videos added as released

Fees

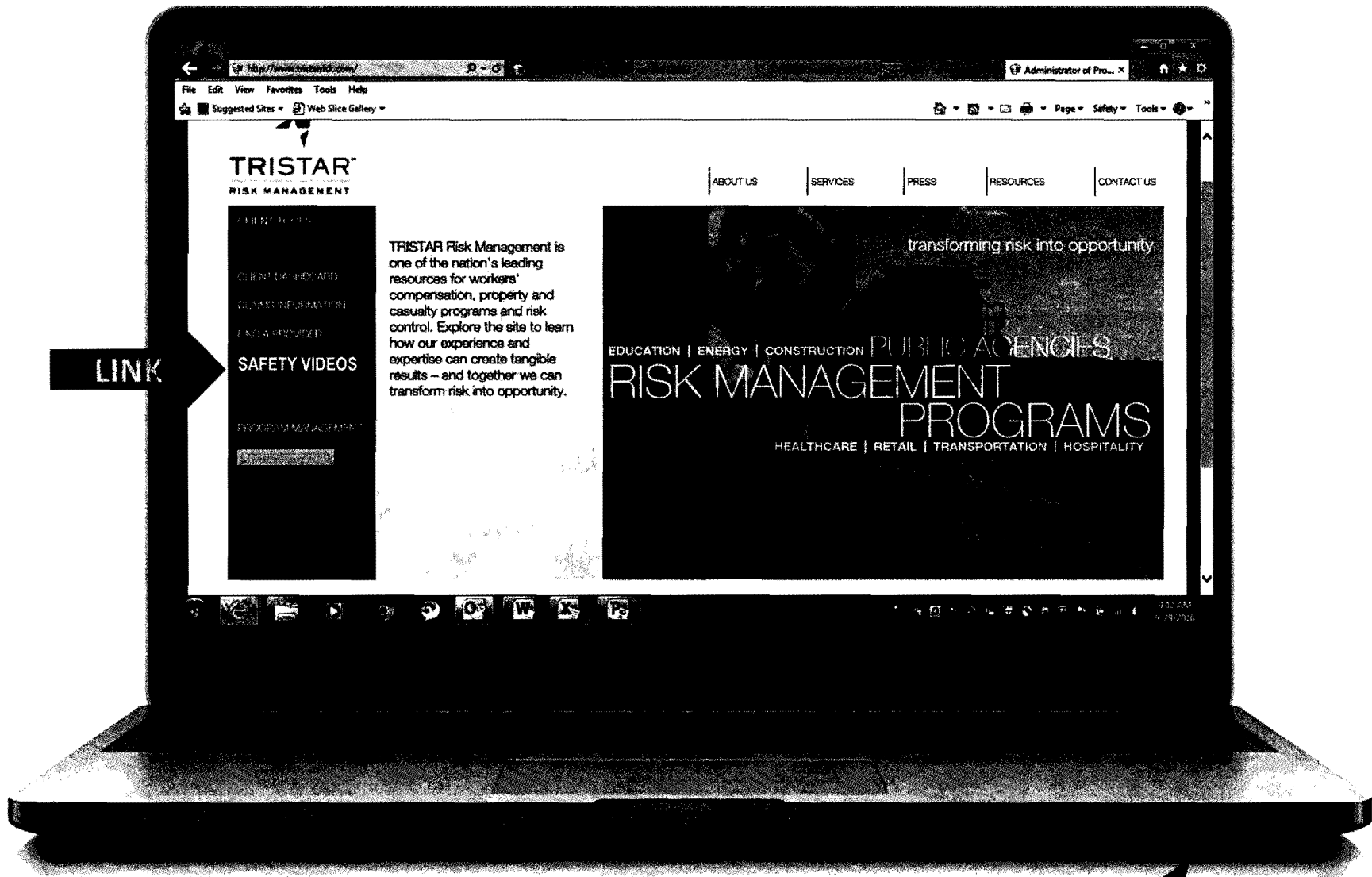
- Access is available to clients **at no additional fee.**
- However, should a client wish to enroll a large number of users (more than may feasibly be added manually by TRISTAR), there is a pass-through, one-time programming fee of \$300.

Accessing Videos



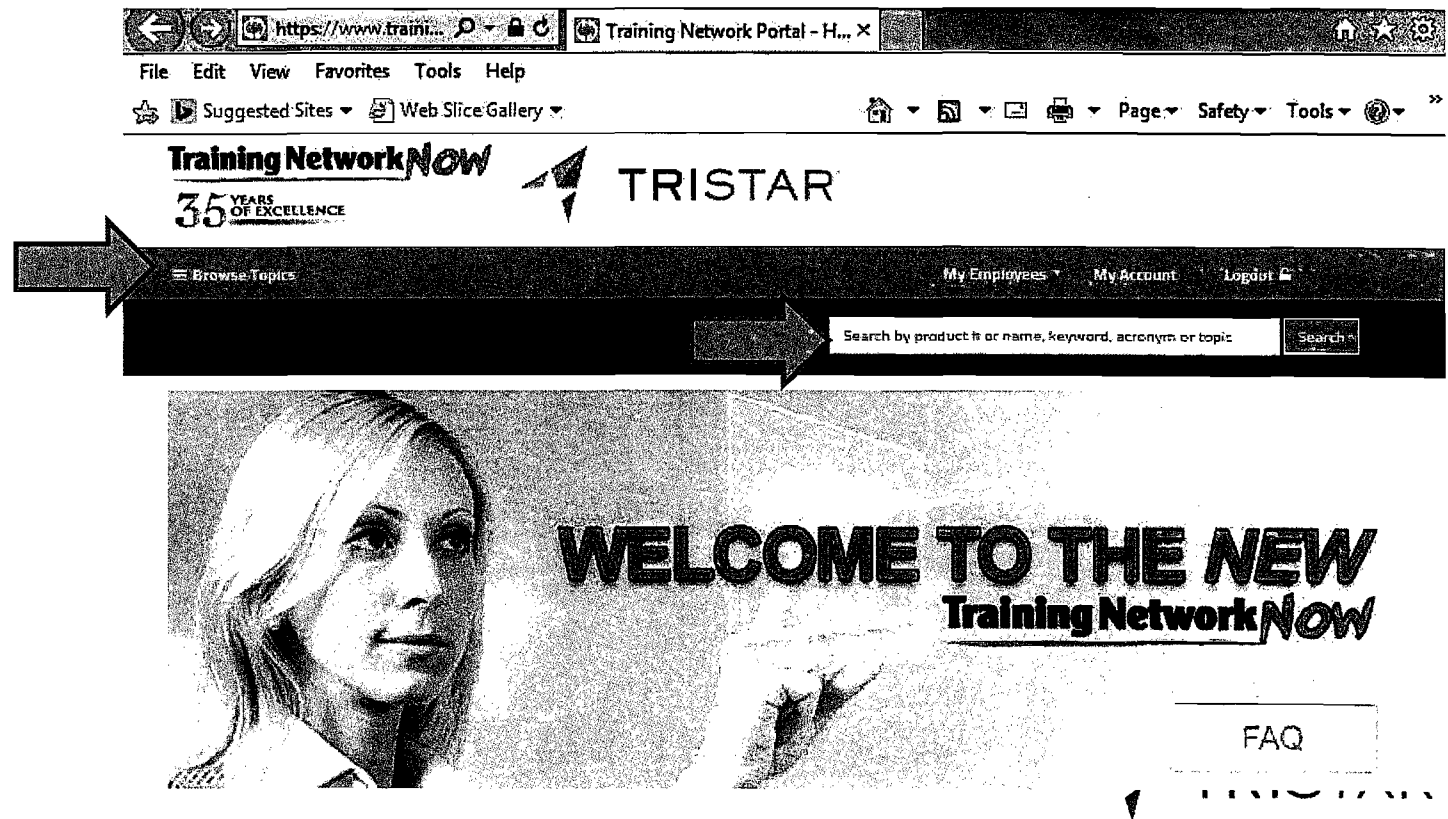
Log In: Client Tools via TRISTAR Website

www.tristarrisk.com



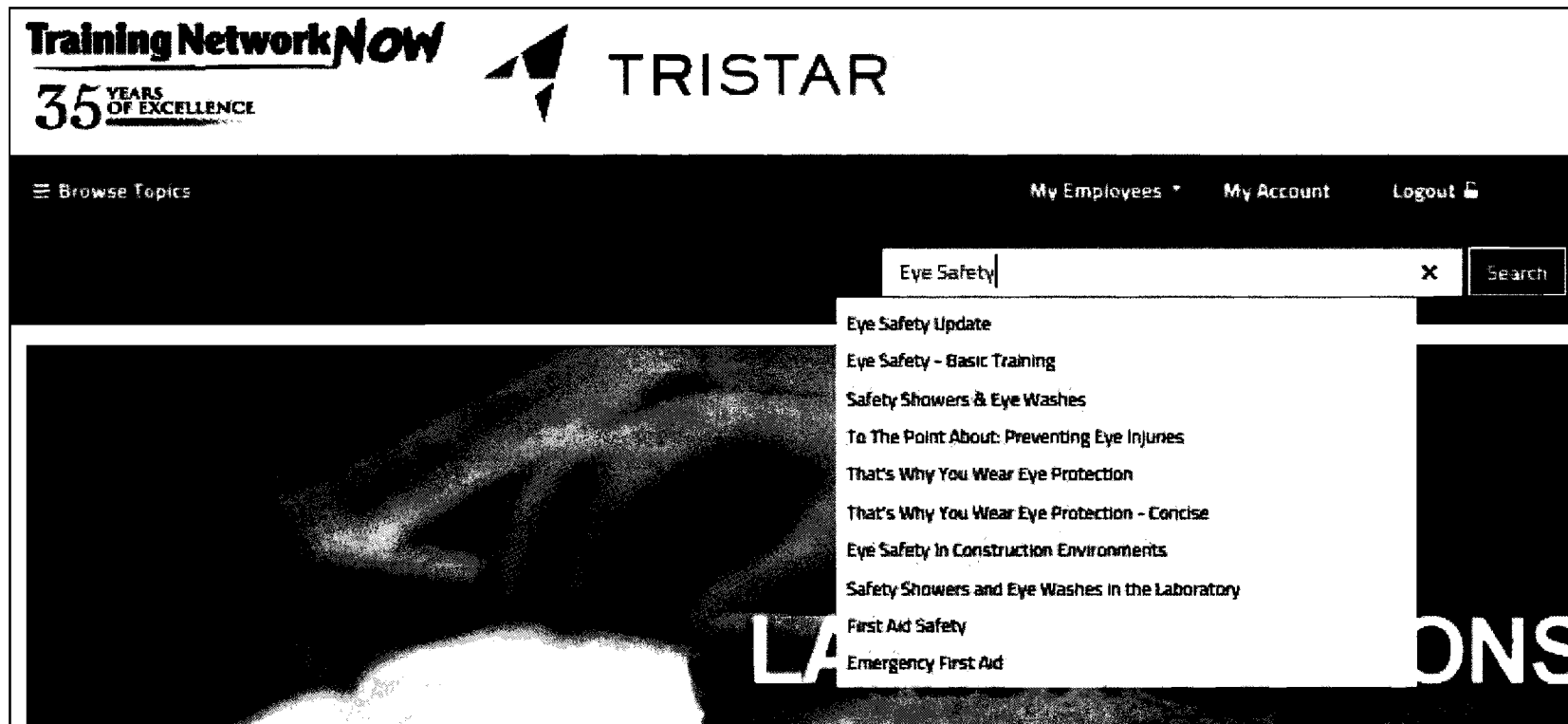
Search for Videos

- Enter Keywords into Browser *OR*
- Use “Browse Topics” Menu



Option: Keyword Search

- Enter Keywords – Results Populate
- Select Desired Video



Option: "Browse Topics" Menu

1. Click: Browse Topics (top left of page)



2. Menu Opens

Browse Topics

- > Construction Safety
- > Human Resources
- > Occupational Safety
- > Safety Awareness
- > Safety Basics
- > Safety Incidents
- > Transportation Safety
- > Workplace Safety

Now TRISTAR

3. Click Subject Matter for Sub-Categories

Browse Topics

Construction Safety

Occupational Safety

Human Resources

Safety Basics

Safety Incidents

Transportation Safety

Workplace Safety

Occupational Safety

Human Resources

Safety Awareness

Safety Basics

Safety Incidents

Transportation Safety

Workplace Safety

WELCOM

Navigate the "Browse Topics" Menu - 2

4. Click Sub-Category

Browse Topics

Construction Safety

TRISTAR

5. Reveal Available Titles including Summary, Year of Production & Length

Construction Safety Orientation

Filter & Sort

Sort By: Title

Filter By: --Select Sub Category--



Safety Bob's Comprehensive Construction Safety Orientation

Construction work is very unsafe, as almost 1,000 employees are killed and thousands of others are hurt on building jobsites each year. While there have been many security improvements over the - [Read more](#)

2013 / 24 min / SKU 3009 + 3009-S



Safety Bob's Comprehensive Construction Safety Orientation - Concise

Construction work is very unsafe, as almost 1,000 employees are killed and thousands of others are hurt on building jobsites each year. While there have been many security improvements over the - [Read more](#)

2013 / 13 min / SKU 3070 + 3070-S



Safety Orientation in Construction Environments

If you look closely at your accident statistics, you will notice that the most likely people to get injured are employees who are new to the job. These new employees include more than your - [Read more](#)

2009 / 14 min / SKU 2563 + 2563-S

“Specific Industries” Menu

☆ Suggested Sites ▾ Web Slice Gallery ▾

Browse Topics

- Fire Prevention & Safety
- Healthcare
- Hotel & Hospitality
- Construction
- Education
- Food Safety & Restaurants
- Healthcare Inservice Education
- Hospitality
- Property Management
- Retail Safety
- Utility/Public Works/Solid Waste
- Transportation
- Waste Management

Training Network**NOW**

35 YEARS OF EXCELLENCE



TRISTAR

≡ Browse Topics

Search by:

Food Safety & Restaurants

Filter & Sort

Sort By:

Filter By:



Commercial Kitchen Fire Prevention

Fires are an ever-present danger in commercial kitchens. But the danger can be controlled and contained by following sound fire prevention principles. This video outlines these principles and - Read more >



VIDEO: THE program addresses specific - Read more >



discusses ways to protect - Read more >

Currently includes: Food Safety & Restaurants, Healthcare Inservice Education, Hospitality, Property Management, Retail Safety, Utility/Public Works/Solid Waste



TRISTAR

Select Video

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Safety Bob's Comprehensive Construction Safety Orientation

2013 / 24 min / SKU: 3069 + 3069-S

Construction work is very unsafe, as almost 1,000 employees are killed and thousands of others are hurt on building jobsites each year. While there have been many security improvements over the years to control the hazards that assist to these occurrences, new and inexperienced employees still get injured on the jobsite way too often. This program stresses the issue that these workers must be responsible for their own individual safety. Construction Safety Specialist Bob Synnott discusses the hazards of construction work and what activities building employees can take to avoid mishaps on the job.

Topics covered also include:

- PPE
- Excavation
- Ladder Safety
- Scaffolding
- Fall Protection

Course Materials

3069-Course-Material.zip

Play Video

Hundreds of
videos available in
English & Spanish

When available, additional course material is
displayed for download, such as leader's guides,
quizzes and certificates of completion



Play Video

The image shows a video player interface with a video of a construction site. A large play button is centered over the video. A semi-transparent black box with white text provides instructions. Two arrows point to the top-left corner of the video player, and another arrow points to the bottom-right corner. The video player has a progress bar at the bottom and a volume icon on the right.

Closed Captioning: To enable closed captioning, click on the [CC] icon in the upper left corner of the video. You can edit the font, positioning, background color, and more to fit your individual needs.

Fullscreen: To enable fullscreen mode, click on the [] icon in the bottom right corner of the video.

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Training Network *NOW*

Item#	Video Topic	Video Title	Length	English	Spanish
3497	Alcohol & Drugs	Dealing with Drug and Alcohol Abuse for Managers and Supervisors	19	Yes	
3496	Alcohol & Drugs	Dealing with Drug and Alcohol Abuse for Employees	18	Yes	
3495	Alcohol & Drugs	Dealing with Drug & Alcohol Abuse for Managers and Supervisors in Construction Env	19	Yes	
3494	Alcohol & Drugs	Dealing with Drug & Alcohol Abuse for Employees in Construction Environments	18	Yes	
2654	Alcohol & Drugs	A DUI Story - What If?	27	Yes	
2200	Alcohol & Drugs	Dealing with Drug and Alcohol Abuse For Managers and Supervisors	17	Yes	Yes
2199	Alcohol & Drugs	Dealing with Drug and Alcohol Abuse For Employees	17	Yes	Yes
3420	Asbestos	Asbestos Awareness	19	Yes	
2819	Asbestos	Asbestos Awareness - Employee Basic Training	18	Yes	Yes
2662	Asbestos	Asbestos Awareness - Do Not Disturb	48	Yes	
0451	Asbestos	Asbestos Awareness	12	Yes	Yes
3573	Back Injury Prevention	Back Safety for Industrial Environments	15	Yes	Yes
3572	Back Injury Prevention	Back Safety for Office Environments	15	Yes	Yes
3515	Back Injury Prevention	PowerLift - Lifting Techniques for a Healthy Back - Concise	10	Yes	
3514	Back Injury Prevention	PowerLift - Lifting Techniques for a Healthy Back	18	Yes	
3402	Back Injury Prevention	A Better Way to Lift	14	Yes	
3397	Back Injury Prevention	To The Point About Preventing Back Injuries	12	Yes	Yes
3194	Back Injury Prevention	Safe Lifting	17	Yes	Yes
2904	Back Injury Prevention	PowerLift: Lifting Training That Works	19	Yes	Yes
2575	Back Injury Prevention	Back Safety Basics	10	Yes	Yes
2558	Back Injury Prevention	Back Safety: Proper Lifting Procedures	16	Yes	Yes
2557	Back Injury Prevention	Back Safety: Exercise and Ergonomics	15	Yes	Yes
2547	Back Injury Prevention	PowerLift: Lifting Training That Works - Concise	19	Yes	Yes
1869	Back Injury Prevention	Back Safety Update	21	Yes	Yes
3411	Bloodborne Pathogens	Bloodborne Pathogens General Awareness	11	Yes	
3410	Bloodborne Pathogens	Bloodborne Pathogens - The Unexpected Risk	9	Yes	
3415	Bloodborne Pathogens	Bloodborne Pathogens in First Response Environments	26	Yes	
3414	Bloodborne Pathogens	Bloodborne Pathogens in Commercial & Industrial Facilities	20	Yes	
3399	Bloodborne Pathogens	Bloodborne Pathogens - The Unexpected Hazard	15	Yes	Yes
3339	Bloodborne Pathogens	Bloodborne Pathogens - Know the Risk	12	Yes	Yes
3104	Bloodborne Pathogens	To The Point About: Bloodborne Pathogens	12	Yes	Yes
2671	Bloodborne Pathogens	Bloodborne Pathogens - Protect & Defend	12	Yes	
2560	Bloodborne Pathogens	Bloodborne Pathogens - Always Protect Yourself	16	Yes	Yes
2524	Bloodborne Pathogens	Bloodborne Pathogens Training for Employees	17	Yes	Yes
2356	Communication & Conflict Resol	Conflict Resolution - Office	16	Yes	Yes
2309	Communication & Conflict Resol	Conflict Resolution - Industrial	16	Yes	Yes
3236	Confined Spaces	To The Point About: Confined Space Entry	12	Yes	Yes
2971	Confined Spaces	Survive Inside: Employee Safety In Confined Spaces - Concise	10	Yes	Yes
2968	Confined Spaces	Performing the Confined Space Assessment	10	Yes	
2954	Confined Spaces	Survive Inside: Employee Safety In Confined Spaces	20	Yes	Yes
2820	Confined Spaces	Confined Spaces - Permit Required	20	Yes	Yes
2308	Confined Spaces	Confined Spaces & The Entry Permit System	8	Yes	Yes
3628	Construction Safety	Slips, Trips & Falls in Construction Environments	17	Yes	
3623	Construction Safety	Bucket Truck Safety	9	Yes	
3622	Construction Safety	Dump Truck Safety	8	Yes	
3604	Construction Safety	First Aid In Construction Environments	16	Yes	
3487	Construction Safety	Struck-By Hazards in Construction Environments	13	Yes	Yes
3486	Construction Safety	Caught-In/Between Hazards in Construction Environments	17	Yes	
3446	Construction Safety	To The Point About: Aerial Work Platforms	11	Yes	Yes
3442	Construction Safety	Trenching and Shoring Safety in Construction Environments	22	Yes	
3440	Construction Safety	Lead Exposure in Construction Environments	21	Yes	
3437	Construction Safety	Roof Top Loading	16	Yes	
3436	Construction Safety	Operating Aerial Work Platforms Safely - Concise	9	Yes	
3439	Construction Safety	Operating Aerial Work Platforms Safely	17	Yes	

Item#	Video Topic	Video Title	Length	English	Spanish
3314	Construction Safety	Confined Space For Construction	27	Yes	Yes
3308	Construction Safety	Walking & Working Surfaces in Construction Environments	18	Yes	
3225	Construction Safety	Backhoe & Front End Loader Safety	8	Yes	Yes
3216	Construction Safety	Safe Lifting In Construction	17	Yes	Yes
3070	Construction Safety	Safety Bob's Comprehensive Construction Safety Orientation - Concise	13	Yes	Yes
3069	Construction Safety	Safety Bob's Comprehensive Construction Safety Orientation	24	Yes	Yes
3015	Construction Safety	Scissor Lifts in Industrial and Construction Environments	13	Yes	Yes
3014	Construction Safety	Aerial Lifts in Industrial and Construction Environments	16	Yes	Yes
2908	Construction Safety	Dump Truck Safety	10	Yes	
2903	Construction Safety	Electrocution Hazards in Construction Environments Part II - Employer Responsibility	15	Yes	Yes
2902	Construction Safety	Electrocution Hazards in Construction Environments I - Types of Hazards & How to Protect Yourself	22	Yes	Yes
2888	Construction Safety	Dealing with Drug and Alcohol Abuse Managers & Supervisors - Construction	19	Yes	
2887	Construction Safety	Dealing with Drug and Alcohol Abuse for Employees - Construction	17	Yes	Yes
2873	Construction Safety	Slips, Trips and Falls in Construction Environments	17	Yes	Yes
2701	Construction Safety	Rigging Safety in Construction Environments	21	Yes	Yes
2700	Construction Safety	Crane Safety in Construction Environments	16	Yes	Yes
2682	Construction Safety	PPE In Construction Environments	17	Yes	Yes
2563	Construction Safety	Safety Orientation in Construction Environments	14	Yes	Yes
2562	Construction Safety	Heat Stress in Construction Environments	12	Yes	Yes
2561	Construction Safety	Fall Protection in Construction Environments	11	Yes	Yes
2486	Construction Safety	OSHA Lead Standard	21	Yes	Yes
2484	Construction Safety	Suspended Scaffolding Safety In Construction Environments	20	Yes	Yes
2482	Construction Safety	Supported Scaffolding Safety In Construction Environments	20	Yes	Yes
2481	Construction Safety	First Aid In Construction Environments	16	Yes	Yes
2480	Construction Safety	Ladder Safety In Construction Environments	13	Yes	Yes
2479	Construction Safety	Hand Finger & Wrist Safety In Construction Environments	13	Yes	Yes
2478	Construction Safety	Hand & Power Tool Safety In Construction Environments	18	Yes	Yes
2477	Construction Safety	Welding Safety In Construction Environments	14	Yes	Yes
2474	Construction Safety	Eye Safety In Construction Environments	15	Yes	Yes
2273	Construction Safety	Backhoe Pre-Shift Walk-Around Inspection	11	Yes	
1639	Construction Safety	Toxic Mold - The Facts	12	Yes	Yes
0501	Construction Safety	Lock-Out/Tag-Out Construction	12	Yes	Yes
3444	Crane Safety	To The Point About: Industrial Crane Safety	11	Yes	Yes
3206	Crane Safety	Safe Use & Operation of Industrial Cranes - Concise	10	Yes	Yes
3205	Crane Safety	Safe Use & Operation of Industrial Cranes	20	Yes	Yes
2979	Crane Safety	Overhead Cranes : Safety Is In Your Hands	20	Yes	Yes
2771	Crane Safety	Crane Signal Person Basic Training	18	Yes	
2704	Crane Safety	Crane Safety - The New Regulation	22	Yes	
2703	Crane Safety	Rigging Safety	21	Yes	Yes
2702	Crane Safety	Crane Safety	18	Yes	Yes
2452	Crane Safety	Industrial Crane Safety	20	Yes	Yes
1230	Crane Safety	Safe Operation Of Cranes & Hoists	15	Yes	Yes
1025	Crane Safety	Chains Cranes Slings & Hoists	12	Yes	Yes
3418	Diversity & Discrimination	Bullying and Other Disruptive Behavior: for Managers and Supervisors	23	Yes	
3417	Diversity & Discrimination	Bullying and Other Disruptive Behavior: for Employees	17	Yes	Yes
3306	Diversity & Discrimination	Harassment In The Workplace	10	Yes	Yes
2816	Diversity & Discrimination	Preventing Harassment: Creating A Positive Workplace (Office) Concise	11	Yes	Yes
2815	Diversity & Discrimination	Prevent Harassment: Creating A Positive Workplace - Office	21	Yes	Yes
2814	Diversity & Discrimination	Preventing Harassment: Creating A Positive Workplace (Industrial) Concise	11	Yes	Yes
2813	Diversity & Discrimination	Prevent Harassment: Creating A Positive Workplace - Industrial	27	Yes	Yes
2534	Diversity & Discrimination	Workplace Harassment, Discrimination and Respect	16	Yes	
2360	Diversity & Discrimination	Workplace Harassment - Industrial	17	Yes	Yes
2325	Diversity & Discrimination	Workplace Harassment - Office	13	Yes	Yes
2783	DOT Driving Safety	Intersections - Expect the Unexpected	7	Yes	Yes
2782	DOT Driving Safety	Bobtailing and Jackknifing	8	Yes	
2781	DOT Driving Safety	Hours of Service for Property Carrying Vehicles	9	Yes	Yes

Item#	Video Topic	Video Title	Length	English	Spanish
	DOT Driving Safety	Safe Backing of Tractor Trailer Rigs	10	Yes	
2779	DOT Driving Safety	Heavy Truck Braking System and Braking Techniques	10	Yes	
2778	DOT Driving Safety	Driving in Extreme Weather Conditions	15	Yes	
2633	DOT Driving Safety	Driving Safely in the Hazards of Winter	11	Yes	
2462	DOT Driving Safety	Distracted Driving - Transit Bus	15	Yes	
0635B	DOT Drugs & Alcohol	DOT - Alcohol Supplement	60	Yes	
0635A	DOT Drugs & Alcohol	DOT - Substance Abuse And Constructive Confrontation	60	Yes	
3196	DOT Hazmat	Hazardous Material Labels	22	Yes	
3111	DOT Hazmat	DOT In Depth Hazmat Security Training	20	Yes	Yes
3110	DOT Hazmat	DOT Hazmat Security Awareness	16	Yes	Yes
3109	DOT Hazmat	DOT Safety Training For Handling And Transporting Hazardous Materials	21	Yes	Yes
3108	DOT Hazmat	DOT General Awareness Training For Handling And Transporting Hazardous Materials	20	Yes	Yes
2995	DOT Hazmat	Hazmat Security: DOT	13	Yes	Yes
1188	DOT Hazmat	Shipping Of Hazardous Material	14	Yes	
3625	Driving Safety (Non DOT)	Three Keys to Safe Driving – Prepare, Anticipate & Defend - Concise	10	Yes	
3624	Driving Safety (Non DOT)	Three Keys to Safe Driving – Prepare, Anticipate & Defend	17	Yes	
3599	Driving Safety (Non DOT)	Aggressive Driving and Road Rage	11	Yes	
3406	Driving Safety (Non DOT)	Beyond Safe Driving - Utility Cart Safety	5	Yes	
3405	Driving Safety (Non DOT)	Beyond Safe Driving - Company Owned Vehicle	6	Yes	
3403	Driving Safety (Non DOT)	Multi Passenger Van Safety	17	Yes	
3219	Driving Safety (Non DOT)	Driving Safety: Driving Defensively	27	Yes	Yes
3218	Driving Safety (Non DOT)	Driving Safety: The Basics	20	Yes	Yes
3195	Driving Safety (Non DOT)	Distracted Driving	17	Yes	Yes
3191	Driving Safety (Non DOT)	Choices - Driving Safely	25	Yes	Yes
3103	Driving Safety (Non DOT)	Delivery Truck Driver Safety	12	Yes	
2996	Driving Safety (Non DOT)	Defensive Driving: Rules of the Road	20	Yes	Yes
2936	Driving Safety (Non DOT)	Texting & Driving – The Facts	8	Yes	Yes
2843	Driving Safety (Non DOT)	Distracted Driving: Making the Correct Choice	12	Yes	
2842	Driving Safety (Non DOT)	Distracted Driving: Real Accidents, Real Stories #	13	Yes	
2844	Driving Safety (Non DOT)	Drowsy Driving: It's Your Wake Up Call	20	Yes	
2821	Driving Safety (Non DOT)	Defensive Driving Techniques - Basic Training	19	Yes	Yes
2776	Driving Safety (Non DOT)	Driving Safety	20	Yes	Yes
2751	Driving Safety (Non DOT)	Defensive Driving Techniques - Your Ticket to Safety	20	Yes	Yes
2541	Driving Safety (Non DOT)	Trucks, Vans and Other Delivery Vehicles	16	Yes	
2540	Driving Safety (Non DOT)	Defensive Driving: When Good Weather Goes Bad	19	Yes	
2539	Driving Safety (Non DOT)	Driving Distractions of the Professional Driver	15	Yes	Yes
2538	Driving Safety (Non DOT)	Driving Distractions of the Everyday Driver	18	Yes	
2537	Driving Safety (Non DOT)	Backing, Parking and Intersections - Commercial Vehicles	18	Yes	Yes
2532	Driving Safety (Non DOT)	Distracted Driving: Real Accidents, Real Stories	15	Yes	
2324	Driving Safety (Non DOT)	Winter Driving - When the Rules Change	16	Yes	
1900	Driving Safety (Non DOT)	Distracted Driving - At What Cost? (Humorous)	13	Yes	
3626	Electrical Safety	Electrical Safety	17	Yes	
3510	Electrical Safety	2018 NFPA 70E: Safe Electrical Work Practices - Concise	13	Yes	Yes
3509	Electrical Safety	2018 NFPA 70E: Safe Electrical Work Practices	27	Yes	Yes
3474	Electrical Safety	To The Point About: Arc Flash Protection and Safe Electrical Practices	12	Yes	Yes
3422	Electrical Safety	To The Point About Preventing Electrical Shock	12	Yes	Yes
3252	Electrical Safety	Arc Flash Safety	16	Yes	Yes
3180	Electrical Safety	Electrical Safety For Everyone - Concise	11	Yes	Yes
3179	Electrical Safety	Electrical Safety For Everyone	20	Yes	Yes
3178	Electrical Safety	Electrical Safety For Qualified Workers - Concise	13	Yes	Yes
3177	Electrical Safety	Electrical Safety For Qualified Workers	20	Yes	Yes
2966	Electrical Safety	Basic Electrical Safety	10	Yes	Yes
2874	Electrical Safety	NFPA 70E: Electrical Safety in the Workplace	25	Yes	Yes
2731	Electrical Safety	Electrical Safety	17	Yes	Yes
2650	Electrical Safety	Mark Standifer's Electrical Safety Briefing	19	Yes	
2551	Electrical Safety	NFPA 70E: Electrical Safety-Related Work Practices - Concise	12	Yes	
2551	Electrical Safety	Electric Arc Flash Safety	13	Yes	Yes

Item#	Video Topic	Video Title	Length	English	Spanish
1874	Electrical Safety	High Impact Safety Training For Qualified Electrical Workers	20	Yes	Yes
1591	Electrical Safety	Electrical Safety Awareness For Non-Electricians	15	Yes	Yes
1353	Electrical Safety	Electrical Safety Illustrated	17	Yes	Yes
3259	Emergency Preparedness	Evacuation Procedures	18	Yes	Yes
3258	Emergency Preparedness	Emergency Planning	16	Yes	
3176	Emergency Preparedness	Emergency Preparedness & Response - Concise	12	Yes	Yes
3175	Emergency Preparedness	Emergency Preparedness & Response	22	Yes	Yes
2994	Emergency Preparedness	Active Shooter: Helping Prevent Tragedy	9	Yes	Yes
2972	Emergency Preparedness	Workplace Security Awareness - Concise	10	Yes	
2639	Emergency Preparedness	The Top Five Things You Need to Know About The Flu	15	Yes	
2542	Emergency Preparedness	Preventing The Spread Of Contagious Illness	20	Yes	
2530	Emergency Preparedness	Pandemic Flu: The Facts	10	Yes	
2209	Emergency Preparedness	Avian Flu - Get the Facts Not the Hype!	12	Yes	
1879	Emergency Preparedness	Severe Weather Alert	15	Yes	Yes
1365	Emergency Preparedness	What To Do About Workplace Emergencies	17	Yes	Yes
1145	Emergency Preparedness	Emergency Evacuation Procedures	9	Yes	
3507	EPA Compliance	Indoor Air Quality	14	Yes	Yes
2812	EPA Compliance	Understanding Your Facility's Stormwater Pollution Prevention Plan - Concise	16	Yes	Yes
2811	EPA Compliance	Understanding Your Facility Stormwater Pollution Prevention Plan	23	Yes	
2743	EPA Compliance	RCRA Training For Hazardous Waste Generators - Concise	10	Yes	
2742	EPA Compliance	RCRA Training For Hazardous Waste Generators	20	Yes	
3585	Ergonomics	Industrial Ergonomics	14	Yes	Yes
3421	Ergonomics	To The Point About Ergonomics	12	Yes	Yes
3401	Ergonomics	Blink! A Practical Approach to Workplace Stretching - Management Edition	8	Yes	
3400	Ergonomics	Blink! A Practical Approach to Workplace Stretching - Employee Edition	10	Yes	
3396	Ergonomics	Ergonomics: You Can Learn A Lot From A Kid	9	Yes	
3261	Ergonomics	Understanding & Controlling Ergonomic Risk Factors - Concise	10	Yes	Yes
3260	Ergonomics	Understanding & Controlling Ergonomic Risk Factors	19	Yes	Yes
2808	Ergonomics	Ergonomics - Adjusting Your Computer Workstation	12	Yes	Yes
2516	Ergonomics	Industrial Ergonomics	13	Yes	Yes
3423	Fall Protection	To The Point About Fall Arrest	14	Yes	Yes
3376	Fall Protection	Fall Protection Update	11	Yes	Yes
2912	Fall Protection	Surviving The Fall - The Proper Use of Your Personal Fall Arrest System - Concise	10	Yes	Yes
2911	Fall Protection	Surviving The Fall - The Proper Use of Your Personal Fall Arrest System	20	Yes	Yes
2906	Fall Protection	Fall Protection - Basic Training	21	Yes	
2879	Fall Protection	Fall Factors: Understanding & Preventing Slips, Trips & Falls - Concise	12	Yes	Yes
2675	Fall Protection	Fall Protection - Make the Connection	20	Yes	
1646	Fall Protection	The ABCs Of Your Personal Fall Arrest System	15	Yes	Yes
3311	Fire Evacuation & Prevention	To The Point About: Fire Prevention & Response	11	Yes	Yes
2822	Fire Evacuation & Prevention	Fire Prevention & Emergency Evacuation	17	Yes	Yes
2749	Fire Evacuation & Prevention	Fire Safety for Industrial Workers - Concise	10	Yes	Yes
2748	Fire Evacuation & Prevention	Fire Safety for Industrial Workers	19	Yes	Yes
2747	Fire Evacuation & Prevention	Fire Safety for Office Workers - Concise	10	Yes	Yes
2746	Fire Evacuation & Prevention	Fire Safety for Office Workers	15	Yes	Yes
1673	Fire Evacuation & Prevention	Industrial Fire Prevention	14	Yes	Yes
3550	Fire Extinguishers	Using Fire Extinguishers	15	Yes	Yes
3549	Fire Extinguishers	Fire Prevention in the Office	15	Yes	Yes
3548	Fire Extinguishers	Fire Prevention in Healthcare Facilities	15	Yes	Yes
3547	Fire Extinguishers	Industrial Fire Prevention	15	Yes	Yes
3312	Fire Extinguishers	To The Point About: The Proper Use of a Fire Extinguishers	12	Yes	Yes
3224	Fire Extinguishers	Fire Extinguisher Training	16	Yes	Yes
2469	Fire Extinguishers	Fire Extinguishers - Basic Training	13	Yes	Yes
1918	Fire Extinguishers	Fire Extinguisher Training	20	Yes	Yes
3603	First Aid	First Aid	16	Yes	
3445	First Aid	To The Point About: Emergency Response	13	Yes	Yes
3227	First Aid	Emergency First Aid	21	Yes	Yes
2894	First Aid	Adult, Infant, & Child CPR & AED Awareness	31	Yes	Yes

Item#	Video Topic	Video Title	Length	English	Spanish
2449	First Aid	Safety Showers & Eye Washes	9	Yes	Yes
2449	First Aid	First Aid: Until Help Arrives	20	Yes	Yes
2449	First Aid	First Aid Safety	15	Yes	Yes
2985	Fleet Maintenance	Hazard Communication in Auto Service Facilities	19	Yes	Yes
3241	Food Safety & Restaurants	Commercial Kitchen Fire Prevention	5	Yes	
3182	Food Safety & Restaurants	Injury Prevention in Restaurants and Food Service	16	Yes	Yes
2867	Food Safety & Restaurants	Safe Food Handling California Version	24	Yes	
2866	Food Safety & Restaurants	Safe Food Handling	22	Yes	Yes
2750	Food Safety & Restaurants	Preventing Burn Injuries - Restaurants & Food Service	10	Yes	
2689	Food Safety & Restaurants	Hazard Communications for Restaurants	11	Yes	Yes
2688	Food Safety & Restaurants	Preventing Slips & Falls for Restaurants	9	Yes	Yes
2687	Food Safety & Restaurants	Safety Orientation for Restaurants	15	Yes	Yes
2203	Food Safety & Restaurants	Dishwashers: Safe Work Practices	4	Yes	Yes
1674	Food Safety & Restaurants	Kitchen Safety	10	Yes	Yes
3395	Forklift Safety	Forklift Counterbalance Trucks	22	Yes	
3394	Forklift Safety	Forklift Powered Trucks	25	Yes	
3313	Forklift Safety	To The Point About: Safe Forklift Operation	11	Yes	Yes
2974	Forklift Safety	Forklift Safety Lessons For The Safe Operator - Concise	9	Yes	Yes
2973	Forklift Safety	Forklift Safety Lessons For The Safe Pedestrian - Concise	9	Yes	Yes
2956	Forklift Safety	Forklift Safety Lessons For The Safe Operator	15	Yes	Yes
2955	Forklift Safety	Forklift Safety Lessons For The Safe Pedestrian	15	Yes	Yes
2847	Forklift Safety	Forklift Operations - High Impact-Gory Story	9	Yes	Yes
2841	Forklift Safety	Telehandler Safety	16	Yes	
2818	Forklift Safety	Forklift Safety - The Professional Operator	17	Yes	Yes
2695	Forklift Safety	Forklift Safety - Real Accidents, Real Stories	13	Yes	Yes
2694	Forklift Safety	Forklift Safety - The Triangle of Stability	10	Yes	Yes
2468	Forklift Safety	Handle With Care - Forklift Safety Training	21	Yes	Yes
2359	Forklift Safety	Forklift/Powered Industrial Truck Safety - A Refresher Program	19	Yes	
2189	Forklift Safety	MORE High Impact Forklift Safety - Non Graphic	22	Yes	Yes
2189	Hand & Power Tool Safety	Hand and Power Tool Safety - Basic Training	21	Yes	Yes
2189	Hand & Power Tool Safety	Chainsaw Safety - Real Accidents, Real Stories	16	Yes	
2733	Hand & Power Tool Safety	Chainsaw Safety Basics - An Experts - Perspective	15	Yes	
2673	Hand & Power Tool Safety	Portable Grinders & Abrasive Wheels	13	Yes	Yes
1942	Hand & Power Tool Safety	Hand and Power Tool Update	18	Yes	Yes
1642	Hand & Power Tool Safety	Power Saw Safety	8	Yes	Yes
1425	Hand & Power Tool Safety	Working Safety With Pneumatic Tools	8	Yes	Yes
3558	HazCom - Right-to-Know	GHS: The Basics	3	Yes	Yes
3488	HazCom - Right-to-Know	Dealing with Hazardous Spills	18	Yes	Yes
3485	HazCom - Right-to-Know	Materials Handling Safety	18	Yes	Yes
3385	HazCom - Right-to-Know	Hazard Communication & GHS - What's Wrong With This Picture?	21	Yes	
3321	HazCom - Right-to-Know	Hazard Communication - The GHS & You - Concise	8	Yes	Yes
3320	HazCom - Right-to-Know	Hazard Communication - The GHS & You	14	Yes	Yes
3107	HazCom - Right-to-Know	To The Point About: The Hazard Communication Program	13	Yes	Yes
2989	HazCom - Right-to-Know	Hazard Communication in Industrial Facilities	20	Yes	Yes
2986	HazCom - Right-to-Know	Hazard Communication in Cleaning & Maintenance Operations	20	Yes	Yes
2975	HazCom - Right-to-Know	Hazard Communication - Your Key To Chemical Safety Update	13	Yes	Yes
2920	HazCom - Right-to-Know	GHS Container Labeling in Construction	12	Yes	Yes
2919	HazCom - Right-to-Know	GHS Safety Data Sheets in Construction	16	Yes	Yes
2918	HazCom - Right-to-Know	Introduction to GHS - The Globally Harmonized System in Construction	20	Yes	Yes
2917	HazCom - Right-to-Know	GHS Container Labeling	12	Yes	Yes
2916	HazCom - Right-to-Know	GHS Safety Data Sheets	16	Yes	Yes
2915	HazCom - Right-to-Know	Introduction to GHS - The Globally Harmonized System	20	Yes	
2907	HazCom - Right-to-Know	Hazard Communication - How To Comply With GHS	15	Yes	Yes
2885	HazCom - Right-to-Know	Hazard Communication and the Global Harmonization System - What You Need to Know	20	Yes	Yes
2877	HazCom - Right-to-Know	Hazard Communication & The Global Harmonizing System Employee Training - Concise	12	Yes	Yes
2876	HazCom - Right-to-Know	Hazard Communication & The Global Harmonizing System	22	Yes	Yes
3393	Hazwoper	HAZWOPER - Site Safety & Health Plan	15	Yes	
3393	Hazwoper	HAZWOPER - Medical Surveillance	13	Yes	
3391	Hazwoper	HAZWOPER - Donning, Doffing, & Decontamination	15	Yes	

Item#	Video Topic	Video Title	Length	English	Spanish
3390	Hazwoper	HAZWOPER - On-Site Safety Considerations	11	Yes	
3389	Hazwoper	HAZWOPER - Respiratory Protection	14	Yes	
3388	Hazwoper	HAZWOPER - Chemical Protective Clothing	10	Yes	
3387	Hazwoper	HAZWOPER - Identifying Hazardous Materials	14	Yes	
3386	Hazwoper	HAZWOPER - Orientation	13	Yes	
3199	Hazwoper	HAZWOPER - Safety Data Sheets	15	Yes	
3198	Hazwoper	HAZWOPER - PPE and Decontamination	19	Yes	
1403	Hazwoper	HAZWOPER - Electrical Safety in HAZMAT Environments	24	Yes	
1382	Hazwoper	HAZWOPER - Dealing With The Media In Emergency Situations	14	Yes	
1381	Hazwoper	HAZWOPER - Heat Stress	19	Yes	Yes
1380	Hazwoper	HAZWOPER - Fire Prevention	22	Yes	
1379	Hazwoper	HAZWOPER - Safety Orientation	17	Yes	
1378	Hazwoper	HAZWOPER - Handling Hazardous Materials	23	Yes	Yes
1377	Hazwoper	HAZWOPER - Work Practices & Engineering Controls	18	Yes	Yes
1376	Hazwoper	HAZWOPER - Confined Space Entry	21	Yes	Yes
1375	Hazwoper	HAZWOPER - Respiratory Protection	19	Yes	Yes
1374	Hazwoper	HAZWOPER - HAZMAT Labeling	21	Yes	
1373	Hazwoper	HAZWOPER - Emergency Response Plan	15	Yes	Yes
1035	Hazwoper	HAZWOPER - ANSI Material Safety Data Sheet	22	Yes	Yes
1034	Hazwoper	HAZWOPER - Personal Protective Equipment	22	Yes	Yes
1033	Hazwoper	HAZWOPER - Site Safety & Health Plan	21	Yes	Yes
1032	Hazwoper	HAZWOPER - Accidental Release Measures & Spill Cleanup Proc.	20	Yes	Yes
0978	Hazwoper	HAZWOPER - Monitoring Procedures & Equipment	18	Yes	
0977	Hazwoper	HAZWOPER - Medical Surveillance Program	11	Yes	
0976	Hazwoper	HAZWOPER - Decontamination Procedures	17	Yes	
0964	Hazwoper	HAZWOPER - Understanding Chemical Hazards	21	Yes	Yes
0963	Hazwoper	HAZWOPER - Exposure Monitoring & Medical Surveillance	20	Yes	Yes
0961	Hazwoper	HAZWOPER - Introduction to HAZWOPER Retraining	23	Yes	Yes
0960	Hazwoper	HAZWOPER - Understanding HAZWOPER	26	Yes	Yes
3434	Healthcare - Infection Control	Tuberculosis in the Healthcare Environment	23	Yes	
3413	Healthcare - Infection Control	Bloodborne Pathogens in Healthcare Facilities	26	Yes	
1485	Healthcare - Infection Control	Bloodborne Pathogens in First Response Environments	25	Yes	Yes
3356	Healthcare - Inservice Ed.	Home Health Care - Abuse and Neglect	12	Yes	
3555	Healthcare - Inservice Ed.	Home Health Care - Workplace Violence	7	Yes	
3554	Healthcare - Inservice Ed.	Home Health Care - Animal Control	7	Yes	
3553	Healthcare - Inservice Ed.	Home Health Care - Choices: Safe Driving	24	Yes	
3552	Healthcare - Inservice Ed.	Home Health Care - Slips, Trips, & Falls	6	Yes	
3551	Healthcare - Inservice Ed.	Home Health Care - Body Mechanics	15	Yes	
3511	Healthcare - Inservice Ed.	Workplace Violence in Healthcare Facilities	15	Yes	Yes
3438	Healthcare - Inservice Ed.	HIPAA Rules and Compliance	19	Yes	
3378	Healthcare - Inservice Ed.	HIPPA	11	Yes	
2987	Healthcare - Inservice Ed.	Hazard Communication in Healthcare Facilities	20	Yes	Yes
2674	Healthcare - Inservice Ed.	Safety Orientation for Nursing	14	Yes	
1919	Healthcare - Inservice Ed.	Fire Prevention in Healthcare	20	Yes	Yes
3566	Heat Stress & Hypothermia	Heat Stress: Facts & Prevention for Construction	7	Yes	
3513	Heat Stress & Hypothermia	Walking Safety in Icy Conditions - Concise	8	Yes	
3512	Heat Stress & Hypothermia	Walking Safety in Icy Conditions	15	Yes	
3211	Heat Stress & Hypothermia	Cold Stress -- Working Safely in Cold Weather	8	Yes	
2807	Heat Stress & Hypothermia	Understanding & Preventing Heat-Related Illnesses - Concise	9	Yes	Yes
2806	Heat Stress & Hypothermia	Understanding & Preventing Heat-Related Illnesses	17	Yes	Yes
2696	Heat Stress & Hypothermia	Heat Stress - Real Accident, Real Stories	14	Yes	
2679	Heat Stress & Hypothermia	Heat Stress	13	Yes	Yes
2631	Heat Stress & Hypothermia	Working Safely in Cold Weather	16	Yes	Yes
2536	Heat Stress & Hypothermia	Heat Stress: Staying Healthy, Working Safely	14	Yes	
3602	Hospitality	Hospitality Safety MIPP Ergonomics for Housekeepers	17	Yes	Yes
3424	Hospitality	Bed Bugs: Facts And Prevention	9	Yes	
3316	Hospitality	Carbon Monoxide: The Facts -- Hospitality	12	Yes	Yes

Item#	Video Topic	Video Title	Length	English	Spanish
3171	Hospitality	Bloodborne Pathogens for the Hospitality Industry	10	Yes	Yes
3171	Hospitality	Manager on Duty for Hospitality	13	Yes	Yes
3172	Hospitality	Workplace Violence: Facts & Prevention for Hospitality	14	Yes	Yes
3072	Hospitality	Clean And Safe: Restrooms	5	Yes	
3054	Hospitality	Casino Safety	9	Yes	
3052	Hospitality	Choices: Reducing Unsafe Acts	13	Yes	Yes
3051	Hospitality	Security Begins At The Front Desk	13	Yes	
3005	Hospitality	Human Trafficking Awareness for Hospitality	8	Yes	
3001	Hospitality	Hospitality Security: The Basics	12	Yes	
3000	Hospitality	Hotel Security: Handling Modern Threats	14	Yes	Yes
2998	Hospitality	General Safe Work Practices In Hospitality	9	Yes	Yes
2997	Hospitality	Active Shooter: Helping Prevent Tragedy - Hospitality	15	Yes	Yes
2988	Hospitality	Hazard Communication in the Hospitality Industry	20	Yes	Yes
2922	Hospitality	Globally Harmonized System for Hazard Communications - Hospitality	16	Yes	
2909	Hospitality	Valet Safety Essentials	14	Yes	Yes
2858	Hospitality	Breakthrough Safety Leadership for Hospitality	12	Yes	
2208	Hospitality	Universal Housekeeping Safety Training for Hospitality	22	Yes	
2202	Hospitality	Bus Persons Dishwashers and Janitor Safety (Hospitality)	14	Yes	Yes
2096	Hospitality	Security Awareness - Management Training (Hospitality)	47	Yes	
1964	Hospitality	Norovirus: Facts & Prevention	46	Yes	
1755	Hospitality	Lockout Tagout (Hospitality Industry)	10	Yes	Yes
1753	Hospitality	Slips Trips and Falls (Hospitality)	10	Yes	Yes
3627	Housekeeping, Slips, & Falls	Slips, Trips & Falls	17	Yes	
3565	Housekeeping, Slips, & Falls	Housekeeping - Slips, Trips, & Falls: Facts & Prevention for Construction	5	Yes	
3502	Housekeeping, Slips, & Falls	To The Point About: Good Housekeeping	10	Yes	Yes
3499	Housekeeping, Slips, & Falls	Walking & Working Surfaces: Comprehensive Training - Concise	10	Yes	Yes
3498	Housekeeping, Slips, & Falls	Walking & Working Surfaces: Comprehensive Training	20	Yes	Yes
3495	Housekeeping, Slips, & Falls	To The Point About: Preventing Slips, Trips, & Falls	11	Yes	Yes
3495	Housekeeping, Slips, & Falls	Walking & Working Surfaces	18	Yes	
3010	Housekeeping, Slips, & Falls	Good Housekeeping: Everyone's Responsibility - Concise	10	Yes	Yes
3009	Housekeeping, Slips, & Falls	Good Housekeeping: Everyone's Responsibility	18	Yes	Yes
2879	Housekeeping, Slips, & Falls	Fall Factors: Understanding & Preventing Slips, Trips & Falls - Concise	12	Yes	Yes
2878	Housekeeping, Slips, & Falls	Fall Factors: Understanding & Preventing Slips, Trips & Falls	20	Yes	Yes
2832	Housekeeping, Slips, & Falls	Slips, Trips, & Falls	10	Yes	Yes
2732	Housekeeping, Slips, & Falls	Housekeeping and Accident Prevention	14	Yes	Yes
2565	Housekeeping, Slips, & Falls	Good Housekeeping: Keeping Your Workplace Safe	15	Yes	Yes
2564	Housekeeping, Slips, & Falls	Slips, Trips, and Falls: Stranger Than Friction	19	Yes	Yes
3620	HR Management & Compliance	Preventing Workplace Discrimination for Managers and Supervisors	16	Yes	
3619	HR Management & Compliance	Preventing Workplace Discrimination for Employees	12	Yes	
3618	HR Management & Compliance	Diversity in the Workplace for Managers and Supervisors	14	Yes	
3617	HR Management & Compliance	Diversity in the Workplace for Employees	17	Yes	
2587	HR Management & Compliance	Conquer the Chaos - The Best Ideas in Time Management	21	Yes	
2586	HR Management & Compliance	Conducting High Impact, Low Stress Performance Reviews	22	Yes	
3598	Industrial Safety	Silica Safety in Industrial and Construction Environments	16	Yes	Yes
3439	Industrial Safety	Lead Exposure in General Industry	19	Yes	
3436	Industrial Safety	Working Safely With Compressed Gas Cylinders - Concise	10	Yes	
3435	Industrial Safety	Working Safely With Compressed Gas Cylinders	17	Yes	
3430	Industrial Safety	Silica - Concise	9	Yes	Yes
3429	Industrial Safety	Hazard Recognition	17	Yes	Yes
3419	Industrial Safety	Silica	15	Yes	Yes
3319	Industrial Safety	Working Safely Around Rail Cars	9	Yes	Yes
3318	Industrial Safety	Grain Elevator Fall Protection	8	Yes	Yes
3317	Industrial Safety	Grain Elevator Safety	10	Yes	Yes
3238	Industrial Safety	Safety Orientation for Industrial Environments	18	Yes	Yes
2978	Industrial Safety	Combustible Dust	8	Yes	Yes
2964	Industrial Safety	Process Safety: Operator Responsibilities	17	Yes	
2964	Industrial Safety	Process Safety: Hazard Analysis	13	Yes	

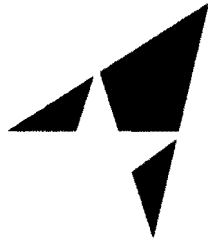
Item#	Video Topic	Video Title	Length	English	Spanish
2963	Industrial Safety	Process Safety: Information	13	Yes	
2962	Industrial Safety	Process Safety: An Introduction	13	Yes	
2459	Industrial Safety	Stored Energy: The Hidden Hazard	16	Yes	Yes
1838	Industrial Safety	Knife Safety In The Workplace	16	Yes	Yes
1640	Industrial Safety	Abrasive Blasting	12	Yes	Yes
1420	Industrial Safety	High Impact Pedestrian Safety	7	Yes	
2959	Lab Safety	GHS Safety Data Sheets in the Laboratory	17	Yes	
2717	Lab Safety	Safety Showers and Eye Washes in the Laboratory	9	Yes	
2716	Lab Safety	Safe Handling of Laboratory Glassware	13	Yes	
2715	Lab Safety	Preventing Contamination in the Laboratory	11	Yes	
2714	Lab Safety	Planning for Laboratory Emergencies	17	Yes	
2713	Lab Safety	OSHA Formaldehyde Standard	15	Yes	
2712	Lab Safety	Orientation to Laboratory Safety	12	Yes	
2711	Lab Safety	Material Safety Data Sheets In the Laboratory	15	Yes	
2710	Lab Safety	Laboratory Hoods	15	Yes	
2709	Lab Safety	Laboratory Ergonomics	13	Yes	
2708	Lab Safety	Flammables and Explosives in the Laboratory	15	Yes	
2707	Lab Safety	Electrical Safety in the Laboratory	12	Yes	
2706	Lab Safety	Compressed Gas Cylinders in the Laboratory	15	Yes	
2423	Lab Safety	OSHA Lab Standard Refresher Program	14	Yes	Yes
3503	Ladder Safety	To The Point About: Ladder Safety	14	Yes	Yes
2993	Ladder Safety	Ladder Safety Techniques	17	Yes	Yes
2680	Ladder Safety	Ladder Safety	13	Yes	Yes
2378	Ladder Safety	A Practical Approach to Ladder Safety - Concise	10	Yes	Yes
2377	Ladder Safety	A Practical Approach to Ladder Safety	19	Yes	Yes
2361	Ladder Safety	Ladder Safety Updated	10	Yes	Yes
1647	Ladder Safety	The Case Of The Ladder Bandit	19	Yes	Yes
3508	Lockout-Tagout	Lockout-Tagout Update	21	Yes	
3105	Lockout-Tagout	To The Point About: Lockout/Tagout	13	Yes	Yes
2934	Lockout-Tagout	WSI: Lockout Tagout	25	Yes	
2892	Lockout-Tagout	More High Impact Lockout/Tagout Safety Training - Non Graphic - Concise	10	Yes	
2891	Lockout-Tagout	More High Impact Lockout/Tagout Safety Training - Non Graphic	21	Yes	Yes
2890	Lockout-Tagout	More High Impact Lockout/Tagout Safety Training - Graphic - Concise	10	Yes	
2889	Lockout-Tagout	More High Impact Lockout/Tagout Safety Training - Graphic	21	Yes	Yes
2824	Lockout-Tagout	Lockout-Tagout - Basic Training	10	Yes	Yes
2527	Lockout-Tagout	Lock-Out/Tag-Out	22	Yes	Yes
2523	Lockout-Tagout	Lockout/Tagout Training for Employees	18	Yes	Yes
2512	Lockout-Tagout	Lock-out/Tag-out Would Have Saved His Life	20	Yes	Yes
1153	Lockout-Tagout	Lock-Out/Tag-Out Affected And Authorized Persons	20	Yes	Yes
3504	Machine Guarding	To The Point About: Machine Guarding And Safety Devices	12	Yes	Yes
3384	Machine Guarding	Machine Guarding	17	Yes	
3240	Machine Guarding	Machine Guarding: The Real Story	13	Yes	Yes
3208	Machine Guarding	Machine Guarding & Operator Safety - Concise	10	Yes	Yes
3207	Machine Guarding	Machine Guarding & Operator Safety	20	Yes	Yes
2825	Machine Guarding	Machine Guarding & Conveyor Safety	13	Yes	Yes
2571	Machine Guarding	Machines, Operators and Guards: Real Accidents, Real Stories	15	Yes	Yes
1837	Machine Guarding	Machine Guarding - Protecting You From Hazards (Graphic)	18	Yes	Yes
1564	Machine Guarding	Conveyor Safety In The Workplace	18	Yes	
1483	Machine Guarding	Long Hair, Loose Clothing & Jewelry	13	Yes	
3239	Maintenance - Bldg & Custodial	Janitorial Safety	13	Yes	Yes
2842	Maintenance - Bldg & Custodial	Aerial Boom Lift Platform Safety	15	Yes	
2670	Maintenance - Bldg & Custodial	Bloodborne Pathogens for Custodians	12	Yes	
2667	Maintenance - Bldg & Custodial	Maintaining Your Safety - Non Graphic - Concise	10	Yes	Yes
2666	Maintenance - Bldg & Custodial	Maintaining Your Safety - Non Graphic	20	Yes	Yes
2665	Maintenance - Bldg & Custodial	Maintaining Your Safety - Graphic - Concise	10	Yes	Yes
2664	Maintenance - Bldg & Custodial	Maintaining Your Safety - Graphic	20	Yes	Yes
2446	Maintenance - Bldg & Custodial	Boom Truck - Bucket Truck Safety	12	Yes	Yes

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2936	Maintenance - Bldg & Custodial	Safe Operation of Scissor & Boom Lifts	19	Yes	Yes
2920	Maintenance - Bldg & Custodial	Safe Operation of Scissor & Boom Lifts - Concise	10	Yes	Yes
2938	Maintenance - Grounds & Landscp	Chainsaw Accidents - The Consequences	8	Yes	
2937	Maintenance - Grounds & Landscp	Chainsaw Safety	12	Yes	Yes
2935	Maintenance - Grounds & Landscp	Tree Trimming Safety	17	Yes	Yes
2697	Maintenance - Grounds & Landscp	WSI - Groundskeeping Safety	18	Yes	
2535	Maintenance - Grounds & Landscp	The Safe Operation of Utility Carts	10	Yes	
1579	Maintenance - Grounds & Landscp	Utility Cart Safety	8	Yes	Yes
1177	Maintenance - Grounds & Landscp	Golf Cart Safety	15	Yes	Yes
0473	Maintenance - Grounds & Landscp	Killer Bees Wasps And Spiders	37	Yes	
2424	MSDS-Signs-Labels-Spills	ANSI MSDS Update	12	Yes	Yes
1509	MSDS-Signs-Labels-Spills	Dealing With Hazardous Spills	16	Yes	Yes
3480	Office Safety	Office Safety Basics	6	Yes	
3232	Office Safety	Office Ergonomics	12	Yes	
3231	Office Safety	Computer Workstation Safety	10	Yes	
3230	Office Safety	Office Safety	13	Yes	
2641	Office Safety	Office Injury Prevention - Concise	10	Yes	Yes
2640	Office Safety	Office Injury Prevention	18	Yes	Yes
2422	Office Safety	Office Safety: It's Not Magic	14	Yes	
1672	Office Safety	Fire Prevention In The Office	14	Yes	
1641	Office Safety	Light Industrial (Office) Back Injury Prevention	9	Yes	Yes
3578	PPE-Eye	Eye Safety for Construction Environments	14	Yes	
3577	PPE-Eye	Eye Safety	13	Yes	
3398	PPE-Eye	To The Point About Preventing Eye Injuries	12	Yes	Yes
2881	PPE-Eye	Protecting Our Sight - Concise	9	Yes	Yes
2880	PPE-Eye	Protecting Our Sight	19	Yes	
2826	PPE-Eye	Eye Safety - Basic Training	14	Yes	Yes
2756	PPE-Eye	Eye Safety Update	15	Yes	Yes
2755	PPE-Eye	That's Why You Wear Eye Protection - Concise	10	Yes	Yes
2363	PPE-Eye	That's Why You Wear Eye Protection	18	Yes	Yes
3340	PPE-General	Personal Protective Equipment - Basic Training	11	Yes	Yes
3237	PPE-General	To The Point About: PPE	12	Yes	Yes
2983	PPE-General	PPE - Your Last Layer of Protection - Concise	10	Yes	Yes
2982	PPE-General	Your Last Layer of Protection	20	Yes	Yes
2884	PPE-General	PPE: Wear It For You	12	Yes	Yes
2773	PPE-General	PPE - Real Accidents, Real Stories	15	Yes	
2772	PPE-General	PPE - Your Last Line of Defense	20	Yes	
2461	PPE-General	PPE: Head to Toe	15	Yes	Yes
1520	PPE-General	Personal Protective Equipment - Its Your Call	10	Yes	Yes
1347	PPE-General	Personal Protective Equipment	25	Yes	Yes
3591	PPE-Hand	Hand and Power Tool Safety in Construction Environments	16	Yes	Yes
3590	PPE-Hand	Hand and Power Tool Safety	15	Yes	Yes
3589	PPE-Hand	Hand, Wrist, and Finger Safety in Construction Environments	15	Yes	Yes
3588	PPE-Hand	Hand, Wrist, and Finger Safety	15	Yes	Yes
2827	PPE-Hand	Hand Injury Prevention - Basic Training	11	Yes	Yes
2741	PPE-Hand	Lessons Learned from Hand Injuries - Non Graphic - Concise	9	Yes	Yes
2740	PPE-Hand	Lessons Learned from Hand Injuries - Graphic - Concise	9	Yes	Yes
2739	PPE-Hand	Lessons Learned from Hand Injuries - Non Graphic	19	Yes	Yes
2738	PPE-Hand	Lessons Learned from Hand Injuries - Graphic	19	Yes	Yes
2526	PPE-Hand	Hand Wrist And Finger Safety	13	Yes	Yes
3489	PPE-Hearing	Hearing Conservation and Safety	16	Yes	Yes
3248	PPE-Hearing	Hearing Conservation and You - Concise	11	Yes	Yes
3247	PPE-Hearing	Hearing Conservation and You	20	Yes	Yes
3106	PPE-Hearing	To The Point About: Preventing Hearing Loss	11	Yes	Yes
2828	PPE-Hearing	Hearing Conservation - Basic Training	20	Yes	Yes
2827	PPE-Hearing	Hearing Conservation Training For Employees	18	Yes	Yes
3612	PPE-Respiratory	Breathe Safely: The Proper Use of Respiratory Protection - Concise	9	Yes	Yes

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3609	PPE-Respiratory	Breathe Safely: The Proper Use of Respiratory Protection	17	Yes	Yes
3557	PPE-Respiratory	Respiratory Protection: The Facts	17	Yes	
3443	PPE-Respiratory	Respiratory Protection and Safety	20	Yes	
3271	PPE-Respiratory	The Respiratory Protection Program: Employee Training - Concise	9	Yes	Yes
3270	PPE-Respiratory	The Respiratory Protection Program: Employer Responsibilities - Concise	9	Yes	Yes
3256	PPE-Respiratory	The Respiratory Protection Program: Employee Training	16	Yes	Yes
3255	PPE-Respiratory	The Respiratory Protection Program: Employer Responsibilities	20	Yes	Yes
2829	PPE-Respiratory	Respiratory Protection - Basic Training	28	Yes	Yes
2319	PPE-Respiratory	Respiratory Protection & Safety	24	Yes	Yes
3246	Property Management	Property Management Safety - Resident Slips and Falls	9	Yes	Yes
3245	Property Management	Property Management Safety - Resident Safety	5	Yes	Yes
3244	Property Management	Property Management Safety - Personal Protective Equipment	7	Yes	Yes
3243	Property Management	Property Management Safety - Fire Prevention	6	Yes	Yes
3242	Property Management	Property Management Safety - Employee Slips and Falls	10	Yes	Yes
2835	Retail Safety	Convenience Store Safety	10	Yes	
2766	Retail Safety	Safety Orientation for Retail	20	Yes	Yes
2764	Retail Safety	Preventing Slips, Trips, & Falls for Retail Stores	9	Yes	Yes
2763	Retail Safety	Box Cutter Safety	6	Yes	Yes
2762	Retail Safety	Baler Safety	7	Yes	Yes
2761	Retail Safety	Back Injury Prevention for Retail Stores	10	Yes	Yes
3586	Safety Awareness	Fighting Fatigue in the Workplace	14	Yes	
3568	Safety Awareness	OSHA Recordkeeping for Managers and Supervisors	21	Yes	
3567	Safety Awareness	OSHA Recordkeeping for Employees	19	Yes	
3520	Safety Awareness	Bear Safety Awareness	26	Yes	
3519	Safety Awareness	Tick Bite Prevention and Response	16	Yes	
3476	Safety Awareness	Introduction to OSHA	17	Yes	
3305	Safety Awareness	Safety Awareness for New Employees	33	Yes	Yes
3249	Safety Awareness	OSHA's Top 10 Violations	27	Yes	
3221	Safety Awareness	I Chose To Look The Other Way: Three Stories Of Workplace Safety	13	Yes	Yes
3220	Safety Awareness	Responsibility - Stay in Control of Your Safety	9	Yes	
3212	Safety Awareness	Complacency in the Workplace	11	Yes	
3076	Safety Awareness	A Safety Carol	25	Yes	
3057	Safety Awareness	Job Safety Analysis: Safety Awareness and You - Concise	10	Yes	Yes
3056	Safety Awareness	Job Safety Analysis: Safety Awareness and You	17	Yes	Yes
3012	Safety Awareness	Making Safety Work: An Overview Of Workplace Safety - Concise	10	Yes	Yes
3011	Safety Awareness	Making Safety Work: An Overview Of Workplace Safety	21	Yes	Yes
2981	Safety Awareness	Back To Work - Back to Safety - Concise	10	Yes	Yes
2980	Safety Awareness	Back To Work - Back to Safety	19	Yes	Yes
2957	Safety Awareness	Safety Decision-Making: Overcoming Human Nature	19	Yes	Yes
2926	Safety Awareness	Hang Up and Drive - The Jacy Good Story	18	Yes	Yes
2913	Safety Awareness	I Can't Get No Traction	4	Yes	
2868	Safety Awareness	I Chose To Look The Other Way - Non Graphic	12	Yes	
2850	Safety Awareness	Cell Phones In The Workplace: A Dangerous Distraction - Concise	7	Yes	Yes
2849	Safety Awareness	Cell Phones In The Workplace: A Dangerous Distraction	13	Yes	
2767	Safety Awareness	Take Time For Safety	16	Yes	Yes
2737	Safety Awareness	Safety's Top 10	19	Yes	Yes
2668	Safety Awareness	Shattered: The Jeff Walters Story	17	Yes	Yes
2568	Safety Awareness	Safety Awareness II: Real Accidents, Real Stories	20	Yes	Yes
2559	Safety Awareness	It Only Takes A Second II	4	Yes	Yes
2549	Safety Awareness	Just A Second Ago: The Brad Livingston Story	21	Yes	Yes
2522	Safety Awareness	Brian's Story - You Can Make A Difference	20	Yes	Yes
2511	Safety Awareness	The First Step	8	Yes	Yes
2503	Safety Awareness	There's No Excuse For Unsafe Act	8	Yes	Yes
2470	Safety Awareness	Safety - It's YOUR Responsibility	15	Yes	Yes
2457	Safety Awareness	What Would You Say?	15	Yes	Yes
2455	Safety Awareness	Safety's Most Wanted Episode II: The Accomplices	19	Yes	Yes
2450	Safety Awareness	Hooked On Safety, My World	18	Yes	Yes

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2322	Safety Awareness	Do It For Me	16	Yes	Yes
2325	Safety Awareness	Safety's Most Wanted	15	Yes	Yes
2323	Safety Awareness	The Birthday Wish	5	Yes	
1867	Safety Awareness	Its Up To Me (Graphic)	14	Yes	Yes
1841	Safety Awareness	Thank You Meeting Opener	4	Yes	
1840	Safety Awareness	Safety Leadership For Everyone	23	Yes	
1751	Safety Awareness	Overexertion - Injury Prevention	15	Yes	
1490	Safety Awareness	The Kevin Bailey Story	18	Yes	Yes
1418	Safety Awareness	Close Calls & Near Misses - Concise	7	Yes	Yes
1417	Safety Awareness	Close Calls And Near Misses	19	Yes	Yes
3450	Safety Leadership	Safety Leadership - An Essential Safety Element - Concise	7	Yes	
3449	Safety Leadership	Safety Leadership - An Essential Safety Element	12	Yes	
3374	Safety Leadership	Accident Investigation	13	Yes	
3367	Safety Leadership	I2P2: Injury and Illness Prevention Program	19	Yes	
3366	Safety Leadership	Safety Audits	14	Yes	
3250	Safety Leadership	Safety Committees: The Real Story	10	Yes	Yes
3228	Safety Leadership	Job Safety Analysis	10	Yes	
2914	Safety Leadership	Principle to Practice With David Lynn CSP	25	Yes	
2830	Safety Leadership	Safety Leadership - A Supervisor's Responsibility	20	Yes	Yes
2757	Safety Leadership	Cal-OSHA - New Laws on Serious Injuries	10	Yes	Yes
2430	Safety Leadership	Incident Investigation	18	Yes	
3257	Safety Leadership	OSHA Recordkeeping for Managers/Supervisors	21	Yes	
3607	Safety Orientation	Safety Orientation in Construction Environments	15	Yes	
3606	Safety Orientation	Safety Orientation	14	Yes	
3587	Safety Orientation	Employee Safety Orientation – Hospitality	10	Yes	
3448	Safety Orientation	New Hire Safety Essentials - Concise	9	Yes	Yes
3447	Safety Orientation	New Hire Safety Essentials	15	Yes	Yes
2323	Safety Orientation	Comprehensive Employee Safety Orientation	38	Yes	Yes
2322	Safety Orientation	Safety Orientation - Employee Basic Training	13	Yes	Yes
2321	Safety Orientation	Safety Orientation Updated	18	Yes	Yes
2269	Safety Orientation	Safety Orientation	13	Yes	Yes
1712	Safety Orientation	OSHA (BBP Ladders Lo/To And Hazcom)	53	Yes	
1500	Scaffolding	Supported Scaffolding Safety	18	Yes	Yes
1432	Scaffolding	Suspended Scaffolding Safety	20	Yes	Yes
3484	School Bus Driver Training	Working with Special Needs Children	10	Yes	
3273	School Bus Driver Training	School Bus Pre-Trip Inspections	9	Yes	
3272	School Bus Driver Training	Garage and Repair Shop Safety	12	Yes	
3483	School Site Safety	Crossing Guard Safety	14	Yes	
3482	School Site Safety	Active Shooter: Facts and Prevention	7	Yes	
2857	School Site Safety	Depending On You - Child Abuse & Neglect Prevention for Mandated Reporters	33	Yes	
2672	School Site Safety	Bloodborne Pathogens for Schoolteachers	10	Yes	
2638	School Site Safety	Suspension & Expulsion	18	Yes	
1817	School Site Safety	School Safety - Its Not Just For Kids	13	Yes	
2574	Sexual Harassment	Sexual Harassment in the Workplace - Employee Basic Training	12	Yes	Yes
1873	Sexual Harassment	Preventing Sexual Harassment - For Supervisors & Managers	14	Yes	Yes
1872	Sexual Harassment	Preventing Sexual Harassment - For Employees	16	Yes	Yes
1871	Sexual Harassment	Handling a Sexual Harassment Investigation	16	Yes	Yes
1857	Sexual Harassment	Sexual Harassment For Management	10	Yes	
1856	Sexual Harassment	Sexual Harassment For Employees	10	Yes	Yes
3002	Shop Safety	Shop Safety	8	Yes	Yes
2366	Slips, Trips, & Falls	Small Falls Are a Big Deal - Concise	10	Yes	Yes
2365	Slips, Trips, & Falls	Small Falls Are a Big Deal	19	Yes	
1875	Slips, Trips, & Falls	Slips Trips and Falls Update	17	Yes	Yes
3611	Specific Chemicals & Gases	To The Point About: The Safe Use of Compressed Gas Cylinders	10	Yes	Yes
3375	Specific Chemicals & Gases	Compressed Gas Cylinders Update	19	Yes	
2360	Specific Chemicals & Gases	Chlorine Process Safety	19	Yes	
2360	Specific Chemicals & Gases	Anhydrous Ammonia Safety	18	Yes	

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2745	Specific Chemicals & Gases	Hydrogen Sulfide Employee Training - Concise	10	Yes	
2744	Specific Chemicals & Gases	Hydrogen Sulfide Employee Training	20	Yes	Yes
2436	Specific Chemicals & Gases	Compressed Air Safety	15	Yes	
2393	Specific Chemicals & Gases	Hexavalent Chromium Employee Training	16	Yes	Yes
1351	Specific Chemicals & Gases	Benzene Safety	14	Yes	
0975	Specific Chemicals & Gases	Propane Safety Update	10	Yes	Yes
2897	Trenching & Shoring	Trenching & Shoring: Meeting The Requirements	13	Yes	
2755	Trenching & Shoring	The Competent Person & Soil Testing	20	Yes	Yes
2754	Trenching & Shoring	Trenching & Shoring Safety - The Competent Person	25	Yes	Yes
2548	Trenching & Shoring	Trenching & Excavation Safety: The Scott May Story	19	Yes	
2970	Utility, Public Wk, Solid Waste	Roof Top Safety Procedures	6	Yes	



TRISTAR®

Exhibit C:

Sample Employee Communication

ABC ORGANIZATION

Claims Administration

TRISTAR Risk Management

P.O Box 2805

Clinton, IA 52733-2805

To Report a Claim: 800-318-XXXX Ext. 1

Fax 920-962-XXXX

Email: ClientName@TRISTARgroup.net

What is Workers' Compensation?

If you are injured on the job or have an illness that you believe was caused by the work environment, you may be entitled to workers' compensation benefits.

If compensable, workers' compensation benefits automatically cover your authorized medical bills and a portion of your lost wages for work-related injuries or illnesses.

Who provides workers' compensation benefits for ABC Organization?

TRISTAR Risk Management (TRISTAR) is ABC's claims administrator for your workers' compensation claims and is dedicated to prompt, efficient handling of ABC claims.

What do I do if I am injured on the job?

Follow your department's guidelines. You may also report the injury yourself by calling the toll-free number listed above. You should always advise your supervisor as soon as possible. If you need to see a doctor your employer has posted a list of the Preferred Medical Providers for ABC.

Are there specific doctors I should use if I need medical attention?

Yes. ABC has developed a list of highly quality medical providers who have been specifically selected to provide injured employees with the best medical care possible.

When can I return to work?

Many employers provide work tasks tailored to the physical restrictions of employees who are injured on the job so that almost all employees can continue to work immediately following an injury. Employees are asked to do only tasks they can safely perform during recovery.

If I am injured and can't work, am I paid?

If an authorized doctor determines that you are completely unable to work, workers' compensation benefits will be provided in accordance with the State Workers' Compensation act.

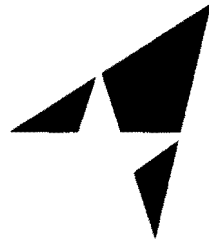
How do I pay for prescriptions from authorized doctors?

TRISTAR provides a "first fill" program whereby the employee does not incur any out of pocket prescription costs. If you purchased the initial prescription, the receipt should be forwarded to TRISTAR for reimbursement. Your adjuster will inform you of the prescription program if further medication is needed.

What happens if I am unable to return to my former job?

Your employer will make every effort to reasonably accommodate continued employment. In the event that you become permanently disabled, the authorized doctor will evaluate you to determine what permanent restrictions apply. This evaluation will assist in ABC's evaluation of job placement.

If further assistance is needed on your workers' compensation claim, please contact your TRISTAR adjuster via the toll free number listed above.



TRISTAR®

Exhibit D:

Certificates of Insurance
Certificates of Good Standing
Deloitte and Touche (SSAE 16)
Opinion Letter



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #63238 Keystone Risk Partners, LLC 604 E. Baltimore Pike Media, PA 19063 INSURED Tristar Insurance Group 100 Oceangate Suite 700 Long Beach, CA 90802	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Ace American Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
--	--


COVERAGES **CERTIFICATE NUMBER: 54989408** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		SCF C65437247	12/31/18	12/31/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below		WLR C6543720A (AOS)	12/31/18	12/31/19	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
			SCF Policy includes AZ, FL, IA, MA & WI			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EVIDENCE OF INSURANCE

CERTIFICATE HOLDER Tristar Insurance Group Oceangate #700 Long Beach, CA 90802 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher & Co.
Insurance Brokers of CA, Inc. License #0726293
505 N. Brand Boulevard, Suite 600
Glendale CA 91203

CONTACT NAME: Corbee Simoneau**PHONE**
(A/C, No, Ext): 818-539-1225**FAX**
(A/C, No): 818-539-1525**E-MAIL**
ADDRESS: corbee_simoneau@aig.com

INSURED
TRISTAR Insurance Group, Inc.
100 Oceangate Avenue, Suite 700
Long Beach, CA 90802

TRISINS-03

INSURER(S) AFFORDING COVERAGE**NAIC #****INSURER A:** Zurich American Insurance Company

16535

INSURER B: Great American E&S Insurance Company

37532

INSURER C: American Zurich Insurance Company

40142

INSURER D:**INSURER E:****INSURER F:****COVERAGES****CERTIFICATE NUMBER:** 879606554**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			CPO 5543602-06	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPO 5543602-06	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp. & Coll Ded. \$ 500
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			AUC 5543479-06	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Errors & Omissions			TER 317-78-31	1/31/2019	1/31/2020	Aggregate Limit of Liability \$ 2,000,000 \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance only

CERTIFICATE HOLDER**CANCELLATION**

Tristar Insurance Group
100 Oceangate Avenue, #700
Long Beach CA 90802
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

TRISTAR RISK MANAGEMENT

is an entity formed or registered under the law of California, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 20041147711 and has provided the assumed entity
name for use in Colorado

TRISTAR RISK MANAGEMENT, INC.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 03/19/2019 that have been posted, and by documents delivered to this office
electronically through 03/20/2019 @ 09:03:52 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 03/20/2019 @ 09:03:52 in accordance with applicable law. This
certificate is assigned Confirmation Number 11461080 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

TRISTAR MANAGED CARE, INC.

is an entity formed or registered under the law of California, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 20041147710.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 03/19/2019 that have been posted, and by documents delivered to this office
electronically through 03/20/2019 @ 09:05:17.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 03/20/2019 @ 09:05:17 in accordance with applicable law.
This certificate is assigned Confirmation Number 11461087.



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Section I: Independent Service Auditors' Report

To Tristar Risk Management

Scope

We have examined the description of the system of Tristar Risk Management's (the "Service Organization" or "Tristar") related to the processing of Third Party Claims Administration activities (workers' compensation and property and casualty) and the supporting general IT controls at the claims processing offices located in Phoenix - Arizona; Fresno, Sacramento, San Diego, Santa Ana/Signal Hill, Concord - California; Denver - Colorado; Chicago/Springfield - Illinois; Atlanta - Georgia; Minneapolis - Minnesota; Las Vegas - Nevada; Cranbury - New Jersey; Portland - Oregon; Philadelphia - Pennsylvania; Corpus Christi, Irving, Houston, San Antonio - Texas; Salt Lake City - Utah; and Milwaukee - Wisconsin, of Tristar throughout the period October 1, 2017 to September 30, 2018 (the "Description") and the suitability of the design and operating effectiveness of controls included in the Description to achieve the related control objectives also included in the Description, based on the criteria identified in Section 2 (the "Assertion"). The controls and control objectives included in the Description are those that management of Tristar believes are likely to be relevant to user entities' internal control over financial reporting and the Description does not include those aspects of the system of Tristar that are not likely to be relevant to user entities' internal control over financial reporting.

The information in Section 5, "Other Information Provided by Tristar" that describes the Service Organization's response to exceptions noted is presented by management of the Service Organization to provide additional information and is not a part of the Service Organization's description of its system made available to user entities during the period October 1, 2017 to September 30, 2018. Information about the Service Organization's response to the exceptions noted has not been subjected to the procedures applied in the examination of the description of the system and of the suitability of the design and operating effectiveness of controls to achieve the related control objectives stated in the description of the system and, accordingly, we express no opinion on it.

The Service Organization uses Tristar Managed Care and nonaffiliated bill review companies (specified by their user entities) for assessing the appropriateness of medical billing ("subservice organization"). The Description in Section 3 includes only the controls and related control objectives of the Service Organization and excludes the control objectives and related controls of the subservice organization. The description also indicates that certain control objectives specified by Tristar can be achieved only if complementary subservice organization controls assumed in the design of the Service Organization's controls are suitably designed and operating effectively, along with the related controls at Tristar. Our examination did not extend to controls of the subservice organization or their function, and we have not evaluated the suitability of the design or operating effectiveness of such complementary subservice organization controls.

The Description indicates that certain control objectives specified in the Description can be achieved only if complementary user entity controls contemplated in the design of the Service Organization's controls are suitably designed and operating effectively, along with related controls at the Service Organization. Our examination did not extend to such complementary user entity controls and we have not evaluated the suitability of the design or operating effectiveness of such complementary user entity controls.

Service Organization's responsibilities

In Section 2, the Service Organization has provided an assertion about the fairness of the presentation of the Description and the suitability of the design and operating effectiveness of the controls to achieve the related control objectives stated in the Description. The Service Organization is responsible for preparing the Description and its assertion, including the completeness, accuracy, and method of presentation of the

Description and the assertion, providing the services covered by the Description, specifying the control objectives and stating them in the Description, identifying the risks that threaten the achievement of the control objectives, selecting the criteria stated in the assertion, and designing, implementing, and documenting controls that are suitably designed and operating effectively to achieve the related control objectives stated in the Description.

Service Auditors' responsibilities

Our responsibility is to express an opinion on the fairness of the presentation of the Description and on the suitability of the design and operating effectiveness of the controls to achieve the related control objectives stated in the Description, based on our examination. Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA). Those standards require that we plan and perform the examination to obtain reasonable assurance about whether, in all material respects, based on the criteria in management's assertion, the Description is fairly presented and the controls were suitably designed and operating effectively to achieve the related control objectives stated in the Description throughout the period October 1, 2017 to September 30, 2018. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

An examination of a description of a service organization's system and the suitability of the design and operating effectiveness of controls involves:

- Performing procedures to obtain evidence about the fairness of the presentation of the Description and the suitability of the design and operating effectiveness of the controls to achieve the related control objectives stated in the description, based on the criteria in management's assertion.
- Assessing the risks that the description is not fairly presented and that the controls were not suitably designed or operating effectively to achieve the related control objectives stated in the Description.
- Testing the operating effectiveness of those controls that management considers necessary to provide reasonable assurance that the related control objectives stated in the Description were achieved.
- Evaluating the overall presentation of the Description, suitability of the control objectives stated therein, and suitability of the criteria specified by the service organization in its assertion.

Inherent limitations

The Description is prepared to meet the common needs of a broad range of user entities and their auditors who audit and report on user entities' financial statements and may not, therefore, include every aspect of the system that each individual user entity may consider important in its own particular environment. Because of their nature, controls at a service organization may not prevent, or detect and correct, all misstatements in processing or reporting transactions. Also, the projection to the future of any evaluation of the fairness of the presentation of the Description, or conclusions about the suitability of the design or operating effectiveness of the controls to achieve the related control objectives, is subject to the risk that controls at a service organization may become ineffective.

Opinion

In our opinion, in all material respects, based on the criteria described in the Service Organization's assertion in Section 2 of the report:

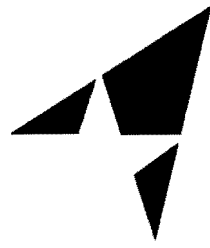
- a. The Description fairly presents the system related to the processing of Third Party Claims Administration activities (workers' compensation and property and casualty) and the supporting general IT controls that was designed and implemented throughout the period October 1, 2017 to September 30, 2018.
- b. The controls related to the control objectives stated in the Description were suitably designed to provide reasonable assurance that the control objectives would be achieved if the controls operated effectively throughout the period October 1, 2017 to September 30, 2018, and subservice organizations and user entities applied the complementary controls assumed in the design of the Service Organization's controls throughout the period October 1, 2017 to September 30, 2018.
- c. The controls operated effectively to provide reasonable assurance that the control objectives stated in

the Description were achieved, throughout the period October 1, 2017 to September 30, 2018 if complementary subservice organization controls and complementary user entity controls assumed in the design of Tristar Service Organization's controls operated effectively throughout the period October 1, 2017 to September 30, 2018.

Restricted use

This report, including the description of tests of controls and results in Section 4, is intended solely for the information and use of management of the Service Organization, user entities of the Service Organization's system related to the processing of Third Party Claims Administration activities (workers' compensation and property and casualty) and the supporting general IT controls during some or all of the period October 1, 2017 to September 30, 2018, and their auditors who audit and report on such user entities' financial statements or internal control over financial reporting and have a sufficient understanding to consider it, along with other information including information about controls implemented by user entities themselves, when assessing the risks of material misstatement of user entities' financial statements. This report is not intended to be and should not be used by anyone other than these specified parties.

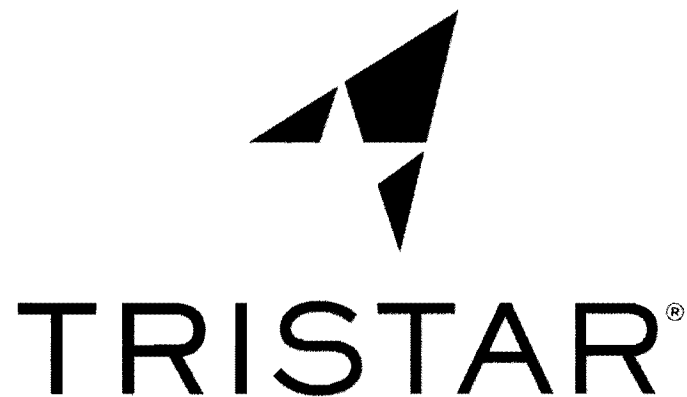
November 14, 2018



TRISTAR[®]

Exhibit E:

TRISTAR Connect Overview and Screenshots



TRISTAR Connect Print Screen Samples

including:

- Dashboard**
- Alerts**
- Claim App**
- Reports**
- Mobile App**

transforming risk into opportunity



What is TRISTAR Connect?

TRISTAR Connect is TRISTAR's client Risk Management Information System ("RMIS") that provides our clients with access to information about the claims that we manage for you. It has three main features:

- ▶ The **Dashboard** contains interactive graphs to allow clients to quickly analyze their data
- ▶ Use our **Claim App** to view individual claims. This inquiry feature contains detail information about the claim including financials, claims notes and imaged file documents.
- ▶ The reports icon contains easy to run template with our **Fixed Reports** and the ability create ad-hoc reports from scratch using the **Dynamic Reports** feature.
- ▶ **Alerts** may be tailored based on client specific criteria, such as reserve changes in excess of a specified threshold, large payments, closing notices, attorney added, open claims with zero reserves, reassigned claims, and more.



Signout
Contact Us

Client: Demonstration Client

Service Type:

Worker's Compensation

FINANCIAL

CLAIM

LOSS CONTROL

MY CHARTS

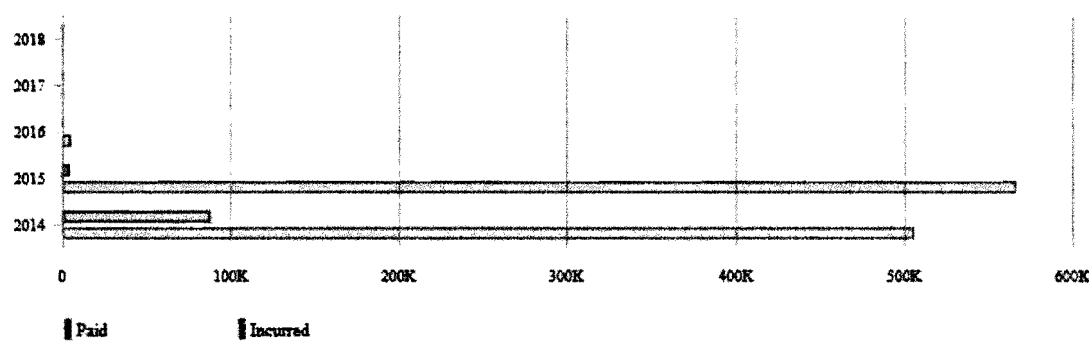
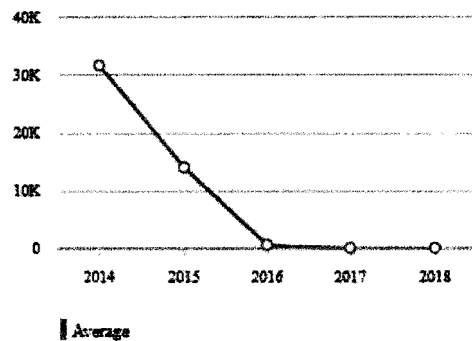
More ▾

AVERAGE INCURRED BY FISCAL YEAR

Drill Down ⊗

FISCAL YEAR SUMMARY

Drill Down ⊗



CLAIM/FISCAL ACTIVITY

Drill Down ⊗

FY	BEG OPEN	NEW	REOPEN	CLOSED	END OPEN	TRENDING	PAYMENTS	INCURRED CHANGE
2018	6	3	0	0	9	3 ↑	0	0
2017	4	0	0	0	4	0 □	0	0
2016	7	0	0	0	7	0 □	0	0
2015	40	0	0	0	40	0 □	0	0
2014	15	0	0	0	15	0 □	0	0

Dashboard – Analyze Trends – Access Specific Claim or Payment

Client **Demonstration Client**

Service Type

Worker's Compensation

FINANCIAL

CLAIM

LOSS CONTROL

MY CHARTS

More >

TOP FIVE INJURIES TREND

Drill Down

INJURY	INCURRED	INCIDENT	TREND
	\$0.00	2	-50%
BODY ...	\$0.00	1	-50%

1M 3M 1Y

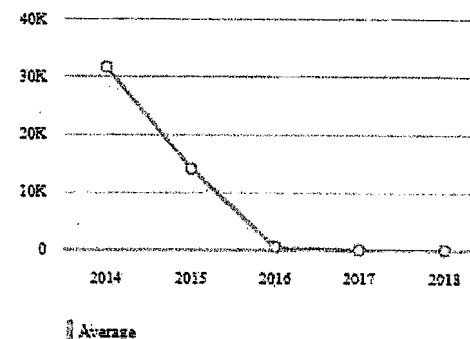
CURRENT TOP FIVE

Drill Down

Examiners	Open Claims	Amount
Examiner WC, Demon...	74	1,204,278.00
No Examiner	2	1,150.00
ITAKE Examiner	13	.00
Total	89	1,205,428.00

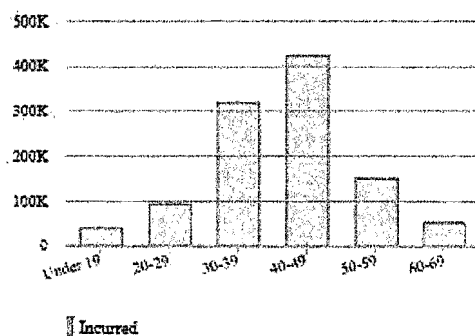
AVERAGE INCURRED BY FISCAL YEAR

Drill Down



INCURRED BY CLAIMANT AGE

Drill Down



TRIAL CALENDAR

Drill Down

< MAY - JUN >

Search Calendar

Sun	Mon	Tue	Wed	Thu	Fri	Sat
29	30	May 1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	Jun 1	2

Sun	Mon	Tue	Wed	Thu	Fri	Sat
27	28	29	30	31	Jun 1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Client

Service Type

Liability - Auto

ANALYTICS STATISTICS - AUTO

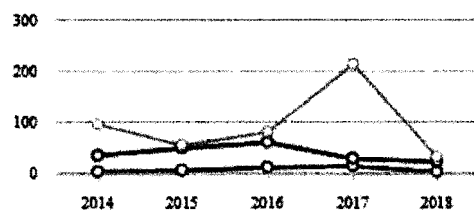
CURRENT ACTIVITY - AUTO

MY CHARTS

More

FREQUENCY/COST CHARTS

Drill Down



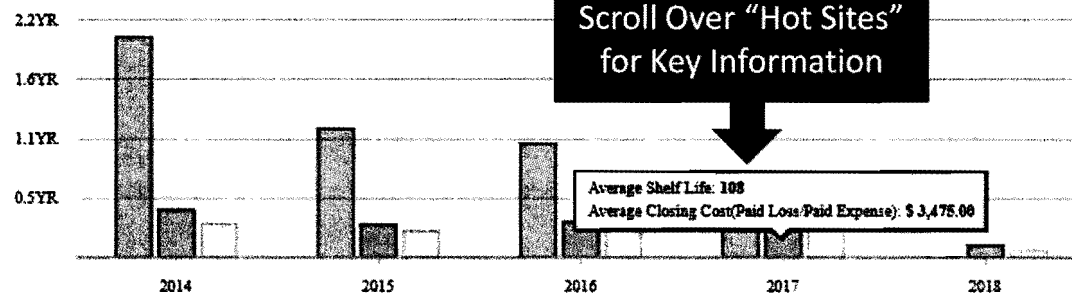
Auto Body Injury

Auto Property Damage

All Other

SHELF LIFE CLOSING

Drill Down



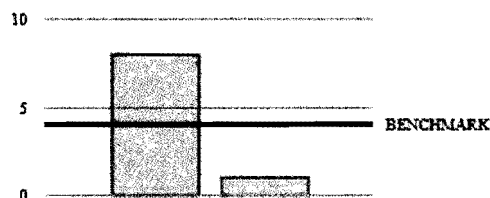
Auto Body Injury

Property Damage

All Other

AVERAGE LAG - CURRENT FISCAL YEAR

Drill Down



Average Report Date - Employee to Employer

Average Report Date - Employer to TRISTAR



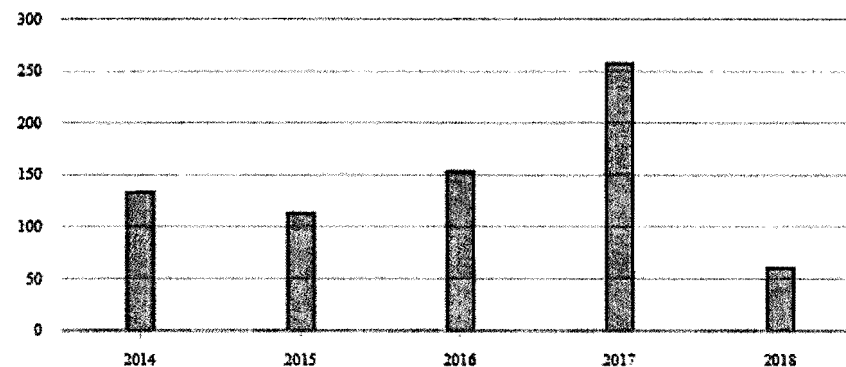
SET GOAL



LITIGATION

Drill Down

Litigated
Non-Litigated
Represented





DASHBOARD



REPORTS



ICAST-RO



ALERTS



REPORT CLAIM



Signout
Contact Us

Client

Service Type

Liability - Auto

ANALYTICS/STATISTICS - AUTO

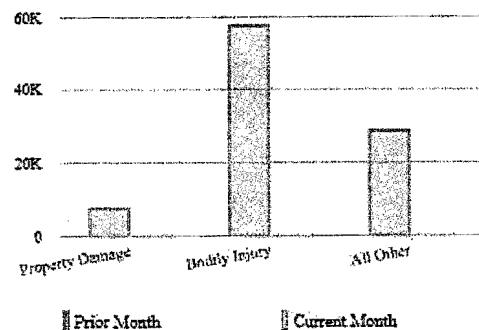
CURRENT ACTIVITY - AUTO

MY CHARTS

More

CLAIM ACTIVITY

Drill Down



TRIAL CALENDAR

Drill Down

◀ MAY - JUN ▶

Search Calendar

Q

Sun	Mon	Tue	Wed	Thu	Fri	Sat
29	30	May 1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	Jun 1	2

Sun	Mon	Tue	Wed	Thu	Fri	Sat
27	28	29	30	31	Jun 1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

TOP FIVE INJURIES TREND

Drill Down

INJURY TYPE

COST

INCIDENT COUNT

TREND

INTERSECTION COLLISION

\$27,850.00

8

-98%

\$18,750.00

3

-99%

STRUCK PARKED VEHICLE

\$9,500.00

2

-99%

\$0.00

1

-99%

1M

3M

1Y

Client

Service Type

General Liability

ANALYTICS STATISTICS - GL

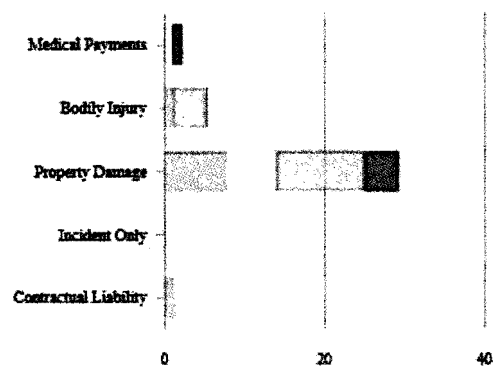
CURRENT ACTIVITY - GL

MY CHARTS

More ▾

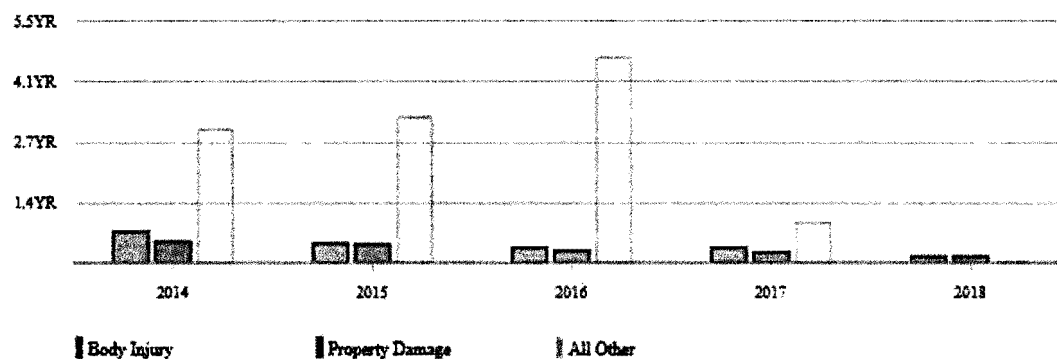
CURRENT OPEN CLAIM AGE

Drill Down



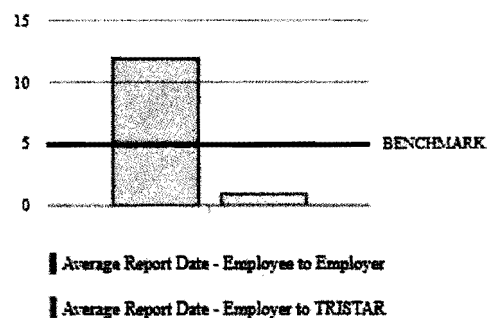
SHELF LIFE CLOSING

Drill Down



AVERAGE LAG - CURRENT FISCAL YEAR

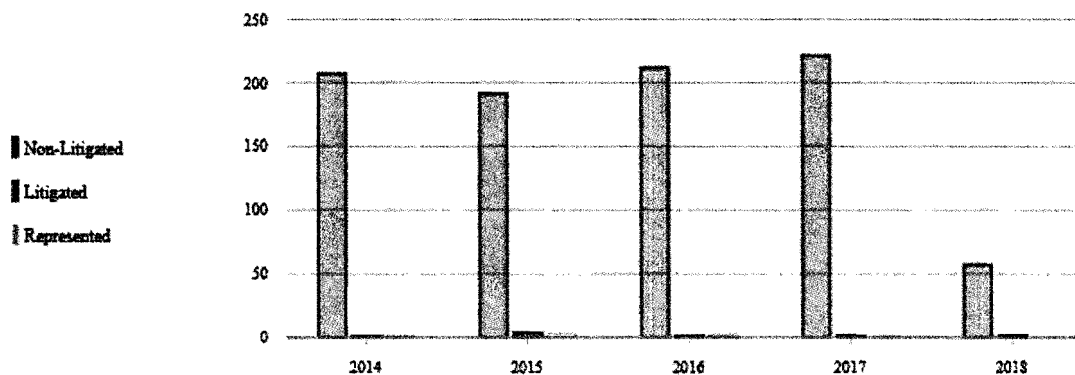
Drill Down



SET GOAL

LITIGATION

Drill Down





Signout
Contact Us

Client

Service Type

General Liability

ANALYTICS/STATISTICS - GL

CURRENT ACTIVITY - GL

MY CHARTS

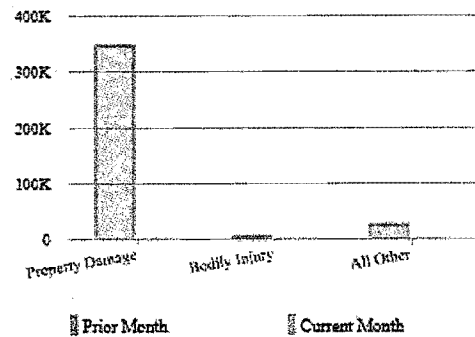
More

CLAIM ACTIVITY

Drill Down

TRIAL CALENDAR

Drill Down



◀ MAY - JUN ▶

Search Calendar

Sun	Mon	Tue	Wed	Thu	Fri	Sat
29	30	May 1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	Jun 1	2

Sun	Mon	Tue	Wed	Thu	Fri	Sat
27	28	29	30	31	Jun 1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

CLAIM/FISCAL ACTIVITY

Drill Down

FY	BEG OPEN	NEW	REOPEN	CLOSED	END OPEN	TRENDING	PAYMENTS	INCURRED CHANGE
2018	44	27	0	5	63	19 ↑	47246.3	85669.6
2017	60	0	0	10	50	-10 ↓	63635.02	28055.74
2016	16	0	2	4	14	-6 ↓	641821.02	137526.16
2015	0	0	2	0	2	-2 ↓	1734	26000
2014	0	0	0	0	0	0 □	0	0



CUSTOMIZED ALERTS



ALERTS

Client: **Demonstration Client** Service Type: **Worker's Compensation**

Show: **ALL(142)**

SELECT ALERT TYPE

- Financially **0**
- Paid Over 75K
- Paid Over 100K
- Incurred Under 25K **20**
- Incurred Equal Over 25K **14**
- Claims **0**
- New claims this month **14**
- Loss time claim-claimant type **56**

CLAIM NUMBER	CLAIMANT NAME	PAID	INCURRED	EXAMINER	DATE OF INJURY	ORGANIZATI
15604686	Holtzman, Ken	\$0.00	\$15,200.00	Examiner WC, Demonstration	01/30/2015	
15604790	Boyd, Jefferson	\$0.00	\$700.00	Examiner WC, Demonstration	01/01/2015	Demo Org1
15604841	Von Coopie, Zoopie	\$0.00	\$700.00	Examiner WC, Demonstration	07/06/2015	
15604844	Pants, Einie	\$0.00	\$700.00	Examiner WC, Demonstration	09/28/2015	
15604850	Who, Tippy Lou	\$0.00	\$12,850.00	Examiner WC, Demonstration	10/14/2015	

Showing 1 to 20 of 58 entries

ALERT TRACKING

CLAIM NUMBER	CLAIMANT NAME	PAID	INCURRED	EXAMINER	DATE OF INJURY	ORGANIZATI
--------------	---------------	------	----------	----------	----------------	------------

Examples include:

- ▶ Attorney added
- ▶ Claims open with zero reserves
- ▶ Claims reassigned to a different adjuster
- ▶ Claims that have closed
- ▶ Reserve change (+/- at specified threshold)
- ▶ Work status change
- ▶ Incurred over certain amount
- ▶ New claims this month
- ▶ Paid over specified threshold



CLAIM APP



CLAIM APP

The Claim App icon provides up the minute detail on individual claims.

- ▶ Search for claims by a number of different or combined data elements.
- ▶ Search for individual claims or groups of claims by adding additional search criteria, or search for a claim by claim number.
- ▶ See claimant financials, reserves, payments, notepads, correspondence, work status, litigation and legal information, documents and reports
- ▶ Down load data into excel

[Home](#)[My Queue](#)Claimant Name: Claim Number: From Incident Date: SSN: Employee Number: To Incident Date: Examiner: Affiliate Claim Number: Insurance Type:

Insured: DEMO INSURED WC

Status: Claimant Type: Organization1: Organization2: Search Reset Download

Claim	Claimant	Incident Dat	SSN	Type	Status	Insured	Insurer	Examiner	Accepted	Denied	Adj Office	Closed	Employee #	Jurisdic	Body Part	Org1	Org2
13513381	TEST CLA...	07/08/20...	xxx732756	TD	Open	DEMO IN...	DEMO IN...	Ex-Trista...	Yes		Long Beach		23719	ExT...	MULTIPL...	Middle	Vanston ...
13502992	TEST CLA...	04/04/20...	xxx670435	Medical ...	Closed	DEMO IN...	DEMO IN...	Ex-Trista...	Yes		Long Beach	05/06/20...	7788	ExT...	MULTIPL...	Middle	Terry Mid...
11301765	TEST CLA...	01/25/20...	xxx747605	TD	Closed	DEMO IN...	DEMO IN...	Ex-Trista...	Yes		Long Beach	04/18/20...	14748	ExT...	MULTIPL...	Support ...	Service C...
09249310	TEST CLA...	04/20/20...	xxx189768	Indemnit...	Closed	DEMO IN...	DEMO IN...	Ex-Trista...	Yes		Long Beach	07/02/20...	600352	ExT...	MULTIPL...	Support ...	Transpor...
08238688	TEST CLA...	12/10/20...	xxx682468	Medical ...	Closed	DEMO IN...	DEMO IN...	Ex-Trista...	Yes		Long Beach	02/24/20...	13507	ExT...	MULTIPL...	Elementary	Beasley ...
06031304	TEST CLA...	01/18/20...	xxx916275	Medical ...	Closed	DEMO IN...	DEMO IN...	Ex-Trista...	Yes		Long Beach	06/28/20...		ExT...	MULTIPL...	Middle	Agnew M...
MIS00399	TEST CLA...	09/24/19...	xxx064713	Medical ...	Closed	DEMO IN...	DEMO IN...	Ex-Trista...	Yes		Long Beach	12/08/19...		ExT...	MULTIPL...	High	Poteet Hi...
MIS00073	TEST CLA...	12/05/19...	xxx237367	Medical ...	Closed	DEMO IN...	DEMO IN...	Ex-Trista...	Yes		Long Beach	05/13/19...		ExT...	MULTIPL...	High	West Me...
06032823	TEST CLA...	10/27/20...	xxx519910	Medical ...	Closed	DEMO IN...	DEMO IN...	Ex-Trista...	Yes		Long Beach	05/17/20...		ExT...	MULTIPL...	Elementary	Shands E...
08224154	TEST CLA...	06/23/20...	xxx302084	Medical ...	Closed	DEMO IN...	DEMO IN...	Ex-Trista...		Yes	Long Beach	08/26/20...	3702	ExT...	MULTIPL...	Support ...	Service C...
08213466	TEST CLA...	02/19/20...	xxx915753	Medical ...	Closed	DEMO IN...	DEMO IN...	Ex-Trista...	Yes		Long Beach	06/18/20...	21613	ExT...	MULTIPL...	Middle	Agnew M...
13517466	TEST CLA...	08/22/20...	xxx877536	Medical ...	Open	DEMO IN...	DEMO IN...	Ex-Trista...			Long Beach		27152	ExT...	SKULL	High	West Me...
13515860	TEST CLA...	08/06/20...	xxx894457	TD	Open	DEMO IN...	DEMO IN...	Ex-Trista...	Yes		Long Beach		15477	ExT...	SKULL	Elementary	Tisinger ...
13505706	TEST CLA...	04/29/20...	xxx718717	Medical ...	Closed	DEMO IN...	DEMO IN...	Ex-Trista...	Yes		Long Beach	06/17/20...	16707	ExT...	SKULL	Middle	Berry Mid...
13497015	TEST CLA...	02/05/20...	xxx793100	TD	Closed	DEMO IN...	DEMO IN...	Ex-Trista...			Long Beach	03/05/20...	20107	ExT...	SKULL	Elementary	Moss Ele...
13496423	TEST CLA...	01/31/20...	xxx975399	Medical ...	Closed	DEMO IN...	DEMO IN...	Ex-Trista...	Yes		Long Beach	04/14/20...	600640	ExT...	SKULL	High	Mesquite...
13495190	TEST CLA...	01/17/20...	xxx573087	Medical ...	Closed	DEMO IN...	DEMO IN...	Ex-Trista...	Yes		Long Beach	04/04/20...	13354	ExT...	SKULL	Elementary	Range El...
13495029	TEST CLA...	01/17/20...	xxx022115	TD	Closed	DEMO IN...	DEMO IN...	Ex-Trista...			Long Beach	03/05/20...	5397	ExT...	SKULL	Elementary	Porter El...
12486849	TEST CLA...	10/19/20...	xxx701633	Medical ...	Closed	DEMO IN...	DEMO IN...	Ex-Trista...	Yes		Long Beach	04/14/20...	21115	ExT...	SKULL	Elementary	Seabour...
11321361	TEST CLA...	10/10/20...	xxx570340	Medical ...	Closed	DEMO IN...	DEMO IN...	Ex-Trista...	Yes		Long Beach	03/15/20...	4603	ExT...	SKULL	Middle	A. C. Ne...

SEARCH FOR A CLAIM

Intranet Dashboard **CLAIMANT**

Home My Queue **CLAIMANT** Financials Communication Legal Supplemental Info

Initial Dates/Work Status Injury/Illness/Incident Medical Management Status/Assignment

Claimant Name: Tom Jerry Client: Demo Incident Date: 08/13/1964 12:08 AM Claimant Type: PTD Status: Open

Alternate Claim Numbers
 Affiliate Claim Number: Jurisdiction Claim Number:

Claimant Details

Last Name: Tom First Name: Jerry Middle Name: DOB: 02/15/4656 ☐
 Address: 777 s City: Plano State: TX Zip: 75074-7008
 Country: United States Email: Gender: Female Marital Status: Married

Work Phone: Home Phone: Cell Phone: Employee ID:
 SSN: 545-14-6844 Hire Date: 01/01/1900 ☐ Term Date: ☐ No. of Dependents: 0
 Age at Injury: 29 Today's Age: 78 Today's Life Expectancy: 10.50 EE Release Med Record:
 EE Release SSN: EE Last Name Suffix:

Employee Information/Job Details

Employee Information
 Organization1: Demo Organization2: Demo Organization3:
 Organization4: Organization5: Organization6:

Job Details
 Jurisdiction: Illinois NAICS Code: Supervisor: Class Code: UNKNOWN
 Occupation: MENTAL HEALTH TECHNICIAN Union: Supervisor Phone: Job Title:

Wage And Compensation

Full/PartTime: F/T Permanent Days/Week: 5 Hrs/Week: 40 Employment Status:
 Salary: Pay Basis: Benefit: Attorney Withhold %:
 Other Income: 0.00 Pay Basis: PD Rating: 0 % Average Weekly Wage: 99.00
 First Pay Due: PD Award Weeks: 0 Amount: 0.00 Award Amount (PV): at: %

TTD Rate: 66.00 PPD Rate: 0.00 PTD Rate: 0.00

Work Days
☐ Sunday ☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ Saturday

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CLAIMANT INFORMATION

Intranet Dashboard **Claims**

Home My Queue **Claim(7704824) 10**

Claimant Details Financials Communication Legal Supplemental Info

Claimant Initial Dates/Work Status Injury/Illness/Incident Medical Management Status/Assignment

Claimant Name: Tom Jerry Client: Demo Incident Date: 08/13/1964 12:00 AM Claimant Type: PTD Status: Open

Initial Dates/Work Status

*Employers Knowledge Date: 08/13/1964	Disability Begin Date:	DWC1 Provided:	Begin Work Time:
Adjusting Location Received: 08/13/1964	Last Day Worked:	DWC1 Received:	Decision Date: 11/10/1964
Continuous Trauma Begin:	Return to Work Date:	P&S / MMI Date:	
Continuous Trauma End:	Death Date:	Death Result Of Injury:	

Work Status

Still Off Work: <input type="checkbox"/>	Salary Continued: <input type="checkbox"/>	Full Day Lost: <input type="checkbox"/>	Full Pay on Last Day: <input type="checkbox"/>
Rehab Program: <input type="checkbox"/>	Return to Work Program: <input type="checkbox"/>	Physical Restrictions: <input type="checkbox"/>	Return to Same Employer: <input type="checkbox"/>
Rehab Status:	Return to Work Offer:	Return to Work Type:	

Work Status Entry

*Work Status Type:	Begin Date:	End Date:	Release Date:	Days:	Next Appointment Date:
Comments:					

Work Status Type	Begin Date	End Date	Release Date	Next Appointment	Days	Add Date	Add User	Edit Date	Edit User
No Records....									

Page 1 of 1 Displaying 1 - 1 of 1

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NOTICE - WORK STATUS SCREENS

Intranet Dashboard **Claims**

Home My Queue **Claims**

Financials Communication Legal Supplemental Info

Claimant Initial Dates/Work Status **Medical Management** Status/Assignment

Claimant Name: Tom Jerry Client: Demo Incident Date: 08/13/1964 12:08 AM Claimant Type: PTD Status: Open

Incident Location

Location Description: UNKNOWN	Address: Unknown
City: Unknown	State: IL Zip: 62700- Country:

Injury/Illness/Incident Information

Group	Description
*Body Part: MULTIPLE BODY PARTS	UNKNOWN
*Nature of Injury: MULTIPLE INJURIES	UNKNOWN
*Cause: MISC CAUSES	UNKNOWN
*Incident Type: ENVIRONMENT	UNKNOWN/OTHER

Injury / Illness Description: UNKNOWN

Claimant Activity:

How Incident Occurred: UNKNOWN

Equipment Used:

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DESCRIPTION OF INJURY – DATA COLLECTION

Intranet Dashboard **Claims**

Home My Queue **Claim(7704821)**

Claimant Details Financials Communication Legal Supplemental Info

Claimant Initial Dates/Work Status Injury/Illness/Incident **Medical Management** Status/Assignment

Claimant Name: Tom Jerry Client: Demo Incident Date: 08/13/1964 12:08 AM Claimant Type: PTD Status: Open

Physician Details

First Name: Last Name:

Address:

City: State: Zip:

License #: Country:

Phone: Fax:

Hospital Details

Name:

Address:

City: State: Zip:

Country:

Phone: Fax:

Treatment Details

Initial Treatment:


☐ Emergency Room Treatment ☐ Hospitalized Overnight In-patient

☒ Prescription Card Terminated

Network Information

Network:

Name:

Network Entry Date: 

Change Of Physician

*Request Type:

Request Type	Add Date	Add User	Edit Date	Edit User
<p>Page 1 of 1</p> <p>Displaying 1 - 1 of 1</p>				

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MEDICAL MANAGEMENT

Intranet Dashboard **Claims**

Home My Queue **My Queue**

Financials Communication Legal Supplemental Info

Claimant Initial Dates/Work Status Injury/Illness/Incident Medical Management **OSHA/ASSIGNMENT**

Claimant Name: Tom Jerry Client: Demo Incident Date: 08/13/1964 12:00 AM Claimant Type: PTD Status: Open

Claim Status Assignment

*Claim Status: Open Reopen Reason: Adjusting Office: Chicago

*Claimant Type: PTD Closed Date: Examiner: Berger, Colleen

Adjudication Decision

Accepted ☒ Accepted Date: 04/01/2013 Joint Coverage ☐

Delayed ☐ Delayed Date: Delayed Reason:

Denied ☐ Denied Date: Denied Reason:

Litigated ☐ Represented ☐ Notice of Representation Date: Subrogated ☐ Subrogation Statute Date:

Deductible Amount: Estimated Excess Recovery: Estimated Subrogation Recovery:

Claim Details

OSHA Desc: Injury OSHA Privacy Case ☐ OSHA Lineout Date: OSHA No:

OSHA Location: Excess Reportable ☐ Excess Reported Date: Injury:

Fraud: Assault ☐ Assault Accepted Date: Severity:

Loss Coverage: 4850 Eligible ☐ LC132a ☐ Serious/Wilful ☐ Sharps Involved ☐

Other Notes:

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ASSIGNMENT STATUS

Claimant Name: Tom Jerry

Client: Demo

Incident Date: 08/13/1964 12:08 AM

Claimant Type: PTD

Status: Open

Financial Summary

	Total Incurred	Payments	Outstanding	Recovery	Net Incurred
Indemnity	83775.00	70000.00	13775.00	0.00	83775.00
Rehab	0.00	0.00	0.00	0.00	0.00
Medical	121609.58	119109.58	2500.00	0.00	121609.58
Legal	0.00	0.00	0.00	0.00	0.00
Other	625.00	525.00	100.00	0.00	625.00
Totals	206009.58	189634.58	16375.00	0.00	206009.58

CLAIMANT FINANCIAL SUMMARY

Claimant Name: Tom Jerry

Client: Demo

Incident Date: 08/13/1964 12:00 AM

Claimant Type: PTD

Status: Open

Download

Reserves Entry

* Reserve Transaction Type:

* Amount:

* Approval Status:

* Reason for Change:

SIP Reserves

Reserve Transactions

Reserve Transactions

Reserve ID	Process Date	Reserve Trans Type	Amount	Add User	Add Date	Edit User	Edit Date	Reason
11355695	04/19/1991	Medical	25.80	VOSCONV	04/19/1991	VOSCONV	04/19/1991	Balancing transaction resulting fro...
11355715	05/21/1991	Medical	606.80	VOSCONV	05/21/1991	VOSCONV	05/21/1991	Balancing transaction resulting fro...
11355714	05/21/1991	Medical	584.40	VOSCONV	05/21/1991	VOSCONV	05/21/1991	Balancing transaction resulting fro...
11355713	05/21/1991	Medical	587.40	VOSCONV	05/21/1991	VOSCONV	05/21/1991	Balancing transaction resulting fro...
11355712	05/21/1991	Medical	587.40	VOSCONV	05/21/1991	VOSCONV	05/21/1991	Balancing transaction resulting fro...
11355711	05/21/1991	Medical	1176.30	VOSCONV	05/21/1991	VOSCONV	05/21/1991	Balancing transaction resulting fro...
11355710	05/21/1991	Medical	1174.80	VOSCONV	05/21/1991	VOSCONV	05/21/1991	Balancing transaction resulting fro...
11355709	05/21/1991	Medical	593.45	VOSCONV	05/21/1991	VOSCONV	05/21/1991	Balancing transaction resulting fro...

Page 1 of 62

Displaying 1 - 8 of 491

Intranet Dashboard **Claims**

Home My Queue **Claim(7704621)**

Claimant Details Financials Communication Legal Supplemental Info

Financial Summary Reserve **Payment**

Claimant Name: Tom Jerry Client: Demo Incident Date: 08/13/1964 12:00 AM Claimant Type: PTD Status: Open

Download

*Payee: *Transaction Type: *Payment Method:

Payee Details/Payment Frequency

Payee Details

Name: Address: City: State: Zip: Phone:

Payment Frequency

*From Date: *Thru date: *Due Date: Days: ☐ One Time ☐ Recurring *Recurrences: Frequency:

Payment Details

*Approval Status: Delivery: Billed Amount: Invoice Received Date: For: Discount: % Invoice Date: Account: Payment Amount: Invoice Number: Document:

Loss Days

OSHA300: ☐ Includes Waiting Period Correction Comment:

Payments

Payment Id	Processed Date	Trans Type	Payee	From	Through	Method	Payment Amount	Check Date	Check Number	Reserve Trans	Cleared	Stop	Void	From Schedule
30039776		Test	ESTHER TETTER	12/01...	12/31/2...	Check	175.00			Indemnity				
28047369		Test	Jeffrey T Hamm Md	03/20...	03/20/2...	Vouc...	286.00			Medical				

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PAYMENT TRANSACTIONS

Intranet Dashboard **Claims**

Home My Queue **Claimant Details** Financials Legal Supplemental Info

Task Claim File

Claimant Name: Tom Jerry Client: Demo Incident Date: 08/13/1964 12:00 AM Claimant Type: PTD Status: Open

Download

Note Type: Confidential Summary:

Note Type	Summary	Body	Add Date	Add User	Edit Date	Edit User	Confident
SCHIP Reporting Update	CMS Not Reportable	This claim has not been identified as CMS reportable.	10/11/2013	VOS	10/11/2013	VOS	No
SCHIP Reporting Update	SCHIP Query	SCHIP query to CMS has been made.	10/01/2013	VOS	10/01/2013	VOS	No
Payment Comments	Entered Oct-Dec 2013 pension...	From/Thru Dates: 10/1/13-10/31/13; 11/1/13-11/30/1...	09/25/2013	CBERGER	09/25/2013	CBERGER	No
SCHIP Reporting Update	CMS Not Reportable	This claim has not been identified as CMS reportable.	09/16/2013	VOS	09/16/2013	VOS	No
File Note	** Notarized Affidavit Received...		09/05/2013	CBERGER	09/05/2013	CBERGER	No

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Displaying 1 - 5 of 22

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COMMUNICATIONS - NOTEPADS

Intranet Dashboard **Claims**

Home My Queue **Claim (7764324)**

Claimant Details Financials **Communication** Legal Supplemental Info

Notepad **Task** Claim File

Claimant Name: Tom Jerry Client: Demo Incident Date: 08/13/1964 12:00 AM Claimant Type: PTD Status: Open

Task Entry

Due Date: Days: Diary Count: Recipient:

Task Type: Confidential: ☐ Task Priority: Sender:

Completed: ☐

Message:

Existing Task Details

Claimant Name	Due Date	Task Recipient	Type	Confidential	Description	Priority	Sender	Completed By	Completed
Test	11/25/2...	Test	Plan of Action	Yes	POA due		Test		No
Test	12/06/2...	Test	Payment Comments	Yes	Pension benefit check due	High	Test		No
Test	07/23/2...	Test	Claim status - gene...	Yes	* Mail affidavit out **	Medium	Test		No

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TASK DETAILS

Intranet Dashboard **Claimant**

Home My Queue **Subrogation**

Claimant Details Financials Communication Supplemental Info

Subrogation

Claimant Name: Tom Jerry Client: Demo Incident Date: 08/13/1964 12:08 AM Claimant Type: PTD Status: Open

Litigation Information

Litigation Type:	Case Name:
Litigation Status:	Plaintiff Name:
Litigation Cause:	Result:
Venue City:	Dock Number:
State:	Litigation Budget:

Litigation Dates / Amounts

Notice of Representation:	Filed Date:	Conference:	Mediation Date:
90-Day Letter Date:	Served Date:	Dismissed Date:	Appeal Date:
Assigned to Defense:	Demand:	Demand Amount:	Appeal Result:
Statutory Demand Date:	Arbitration Date:	Arbitration Amount:	
Statutory Demand Amount:	Trial Date:	Trial Result:	

Settlement

Settlement 1 Code:	Settlement 1 Date:	Settlement 1 Amount:
Settlement 1 Terms:		
Settlement 2 Code:	Settlement 2 Date:	Settlement 2 Amount:
Settlement 2 Terms:		
Settlement 3 Code:	Settlement 3 Date:	Settlement 3 Amount:

Litigation Attorney Information

Attorney Type:	Firm Name:
First Name:	Middle Name:
Last Name:	Address:
City:	State:
Zip:	Email:
Phone:	Fax:

Attorney Type	Firm Name	First Name	Last Name	Add Date	Add User	Edit Date	Edit User
No Records...							

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Displaying 1 - 1 of 1

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LITIGATION

Claimant Name: Tom Jerry

Client: Demo

Incident Date: 08/13/1964 12:08 AM

Claimant Type: PTD

Status: Open

Subrogation Details

Subrogation Information

Subrogation Type:

Subrogation Status:

Case Name:

Subro Jurisdiction Type:

Result:

Docket Number:

Subrogation Dates

Counsel Assigned Date:

Served Date:

90-Day Letter Date:

Filed Date:

Statute Date:

Subrogation Settlement

Settlement Date:

Settlement Amount:

Settlement Terms:

Subrogation Attorney Information

* Attorney Type:

* First Name:

* Last Name:

* Middle Name:

City:

State:

Zip:

Firm Name:

Address:

Email:

Phone:

Fax:

Attorney Type

Last Name

First Name

Firm Name

Add Date

Add User

Edit Date

Edit User

No Records...

Page 1 of 1



Displaying 1 - 1 of 1

Intranet Dashboard **Claimant**

Home My Queue **Claimant Details** Financials Communication Legal **Supplemental Information**

Policy Contact Dependent State Office

Claimant Name: Tom Jerry **Client:** Demo **Incident Date:** 08/13/1964 12:00 AM **Claimant Type:** PTD **Status:** Open

Policy Information

Policy Symbol: WC	Policy Number: Self Insured	Policy Effective Date: 07/01/1964	Policy Expiration Date: 06/30/1965
Policy Period Description:	Fiscal Year Description: 1964/1965	SIR Occurrence Reporting Limit:	SIR Occurrence Limit:

Reinsurer Information

Reinsurer Name	Effective Date	Expiration Date	Maximum Amount	Policy Number
No Records...				

Page 1 of 1 Displaying 1 - 1 of 1

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SUPPLEMENTAL INFORMATION

Claimant Name: Tom Jerry

Client: Demo

Incident Date: 08/13/1964 12:00 AM

Claimant Type: PTD

Status: Open

Dependent Information

*First Name: Middle Name:
*Last Name: *SSN:
Address:
City: State: Zip:
Phone: Email:

Dependent Details

*Relationship: Birth Date:
*Dependency Type: Age:
Guardian:
Weekly Compensation Rate:

Last Name	First Name	SSN	Relationship	Dependency Type	Add Date	Add user	Edit Date	Edit user
No Records....								
Page 1 of 1								
No data to display								

Dependent Attorney Information

First Name: Middle Name: Last Name: Firm Name:
Address: City: State: Zip: Email:
Phone: Fax:

Intranet Dashboard Claims				
Home My Queue Claim(7704621)				
Claimant Details Financials Communication Legal Supplemental Info				
Policy Contact Dependent State Office				
Claimant Name: Tom Jerry		Client: Demo	Incident Date: 08/13/1964 12:08 AM	Claimant Type: PTD Status: Open
State Office Information				
WCAB:	<input type="text"/>	WCAB Number:	<input type="text"/>	WCAB Closing Date: <input type="text"/>
WCAB Closing Action:	<input type="text"/>			
Rehabilitation:	<input type="text"/>	Rehab Case No:	<input type="text"/>	
I + A:	<input type="text"/>	DEU:	<input type="text"/>	

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STATE SPECIFIC INFORMATION

Claimant Name: Smith, Pat



Documents

- ☐ Select Document
- ☐ Benefit Notice
- ☐ PO Benefit Notice - PO BENEFIT
- ☐ PO Benefit Notice - PO BENEFIT
- ☐ PO Benefit Notice - PO BENEFIT
- ☐ PO Benefit Notice - PO BENEFIT
- ☐ TOSSALC 4800 Benefit Notice - T
- ☐ TX State Form-DWC Notice - 01/
- ☐ TX State Form-DWC Notice - 01/
- ☐ TX State Form-PUI Notice - 01/02
- ☐ TX State Form-PUI Notice - 01/02
- ☐ TX State Form-PUI Notice - 01/02

- ☐ Bills
- ☐ Correspondence
- ☐ G-1040
- ☐ Managed Care/LTR
- ☐ Medical



FORM C-22
TENNESSEE DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
Division of Workers' Compensation
220 French Landing Dr.
Nashville, Tennessee 37243-1002

NOTICE OF FIRST PAYMENT OF COMPENSATION

It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.

State File #	_____
Claimant	_____ Social Security # _____
Employer	_____ FEIN # _____
Employer Address	_____
Insurer	_____ Insurer Claim# _____
Insurer Address	_____
Date of Injury	_____ Date of Disability _____
Date First Payment (noted & forward)	_____ Amount of Payment _____



Reports



REPORTS






The Reports icon provides the ability to run, schedule and create reports.

- ▶ **My Reports** tab – This is your **Reports** home page/queue of past and current reports.
- ▶ **Scheduled Reports** tab – Displays all reports you have scheduled to run.
- ▶ **Fixed Reports** tab – a selection of standard reports which can be run at any time
- ▶ **Dynamic Reports** tab –create your own custom reports.

☒ **My Reports**
☒ **Scheduled Reports**
☐ **Fixed Report**
☐ **Dynamic Report**
☒ **Shared Reports**

Last 30 days Report

☒ Re-design
 ☒ Refresh






Report Name	Report	Requester	Requested On	Status	Type	Downloads	Email Report
Payment Total Report	CS...	Kar...	2015-03-12 08:42:58.0...	COMPLETED		download	Email
Payment Total Report	CS...	Kar...	2015-03-11 17:41:05.5...	COMPLETED		download	Email
Payment Total Report	CS...	Kar...	2015-03-11 17:32:21.6...	COMPLETED		download	Email
Claim Summary - Workers Compensation (with Net...		Kar...	2015-03-11 14:54:26.5...	COMPLETED		download	Email
Big Extract Current Liability		Kar...	2015-03-11 12:36:54.1...	COMPLETED		download	Email

Displaying topics 1 - 5 of 211

My Reports

Reports

☒ Re-design
 ☒ Refresh

Report Name	Report Name	Report	Requester	Requested	Status	Type	Downloads	Email Report
<div> <div>Extracts</div> <div> <div>Big Extract Current Liab...</div> <div>Big Extract Current WC</div> <div>Big Extract WC (Last Mo...</div> <div>Big Extract WC (RHP)</div> <div>Payment Total Report</div> <div>WC Standard Extract</div> </div> </div>	Payment Total Report	CS...	Kar...	2015-0...	COMPLETED		download	Email
	Payment Total Report	CS...	Kar...	2015-0...	COMPLETED		download	Email
	Payment Total Report	CS...	Kar...	2015-0...	COMPLETED		download	Email
<div> <div>Financials</div> <div> <div>Claim Log - Current</div> <div>Claim Log - Detail - Cur...</div> <div>Claim Log Summary - A...</div> <div>Claim Log Summary - B...</div> <div>Claim Log Summary - Lo...</div> <div>Claim Log Summary - P...</div> <div>Claim Log Summary - W...</div> <div>Claim Log Summary - W...</div> </div> </div>	Claim Summary - Workers...		Kar...	2015-0...	COMPLETED		download	Email
	Big Extract Current Liability		Kar...	2015-0...	COMPLETED		download	Email

Displaying topics 1 - 5 of 211

MY REPORTS

My Reports

Scheduled Reports

Fixed Report

Dynamic Report

Shared Reports

Reports

Report Name

Extracts

Big Extract Current Liability

Big Extract Current WC

Big Extract WC (Last Month)

Big Extract WC (RHP)

Payment Total Report

WC Standard Extract

Financials

Claim Log - Current

Claim Log - Detail - Current

Claim Log Summary - As of To...

Claim Log Summary - Body Pa...

Claim Log Summary - Loss Days

Claim Log Summary - Period a...

Claim Log Summary - With Org2

Claim Log Summary - Without...

Claim Log Summary Liability

Claim Summary - Current - Lia...

Claim Summary - Current - W...

Claim Summary - Liability

Claim Summary - Liability (wit...

Claim Summary - Workers Co...

Claim Summary - Workers Co...

Fiscal Year Summary WC (MO ...

Fiscal Year Summary WC (MO ...

Fiscal Year Summary by Incid...

Payment Total

Period Financial Activity and ...

Policy Year Summary WC (MO ...

Policy Year Summary by Incid...

Reserve Total

Frequency/Severity

Claims by Body Part

Claims by Claim Cause

Claims by Incident Type

Claims by Nature of Injury

When you select a report from the report list, additional details will display here.

My Reports

Scheduled Reports

Fixed Report

Dynamic Report

Shared Reports

Reports shared with you

Re-design

Refresh

Report Name	Report Description	Selected Fields	Query Parameters
Payment Extract	dyn saved	INCIDENT_DATE,AMOUN...	Duration#1#Month;
Advise To Pay	dis fixed saved 2		Duration#1#Month;
Big Extract Current Liability	ie 10		Duration#1#Month;
Payment Extract	Mozilla report	INCIDENT_DATE,	Duration#1#Year;BODY_...
Claim Summary - Workers Compensation	Mozilla testing		Duration#1#Year;claima...
ESE185 Report	BR send to inbox		Duration#1#Month;
Financial Recap (SIC)	dis generation		Duration#1#Month;
Payment Extract	dynamic generation	INCIDENT_DATE,AMOUN...	DateRange#12/22/2013 ...
Claim Summary - Workers Compensation	FIXed		DateRange#12/22/2013 ...
Claim Summary - Workers Compensation	report generationm public		Duration#1#Year;claima...
Big Extract Current Liability	test7		Duration#1#Month;
Payment Extract	ssss	INCIDENT_DATE,	Duration#1#Month;

Page 1 of 1

Displaying topics 1 - 15 of 15

FIXED REPORTS – SHARED REPORTS

Client Demo Client

Service Type LIAB - GL

MY REPORTS SCHEDULED REPORTS FIXED REPORTS DYNAMIC REPORTS SHARED REPORTS

Reports shared with you

Re-design Refresh

Report Name	Report Description	Selected Fields	Query Parameters
Claims by Body Part	s		Duration#1#Year;
BigExtract WC - RHP	shared by pprabhu	ADD_DATE,	Duration#1#Year;
Claims by Nature of Injury	The same report again for sharing - Public		Duration#5#Year;
Claims by Class Code	Class Code -1st Test - Public		Duration#0#LastYear;
Claims by Nature of Injury	Fixed Report testing Sharing - Private to ...		Duration#0#LastYear;
BigExtract WC (Last Month)	Dynamic Report Sharing - Private to zRas..	ACCEPTED,ACCEPTED_D...	Duration#0#LastYear;

☒ My Reports
 ☒ Scheduled Reports
 ☐ Fixed Report
 ☒ **Dynamic Report**
☐ Shared Reports

Reports

Report Name

☐ Custom Extracts

☒ Extracts

☒ BigExtract Liability (Last Month)

☒ BigExtract Liability - RHP

☒ **BigExtract WC (Last Month)**

☒ BigExtract WC - RHP

☒ Payment Extract

Details

BigExtract WC (Last Month)

☒ Save Criteria : ☐

☒ Select Insurer

☒ Select Date Range

☒ Select Fields :

Available

Accepted

Accepted Date

Add Date

Adjusting Office Desc

Average Weekly Wage

Birth Date

Body Part Code

Body Part Desc

Claim Cause Code

Selected

DYNAMIC REPORTS – USER DEFINED UNIQUE CRITERIA

SCHEDULE REPORTS FOR AUTO-DELIVERY

- ▶ Recurrence Pattern
- ▶ Range of Recurrence
- ▶ Start and End Dates
- ▶ Email Notifications
- ▶ Report Description

REPORT TEMPLATES

- ▶ Over 80 Standard Templates
- ▶ Virtually Unlimited Ad-hoc – Selection Criteria Capability
 - ▶ Specific dates
 - ▶ Financial criteria
 - ▶ Claim status
 - ▶ Type of claim
 - ▶ Incurred Amount
 - ▶ Payment transaction types
 - ▶ Type, cause, nature and incident type descriptions

Schedule Report

Recurrence pattern

Daily: ☐ Weekly: ☐ Monthly: ☒ Yearly: ☐

Recurrence pattern (Monthly)

Day: ☒ 2 of every : 1 month(s)

The: ☐ First Monday of every : 1 month(s)

Range of recurrence

Start: 02/02/2015

No end date: ☐

End after: 0 occurrences

End by: ☒ 12/31/2025

PST Time Zone: 11:30 AM

Email Notification: ☒ 12:00 PM

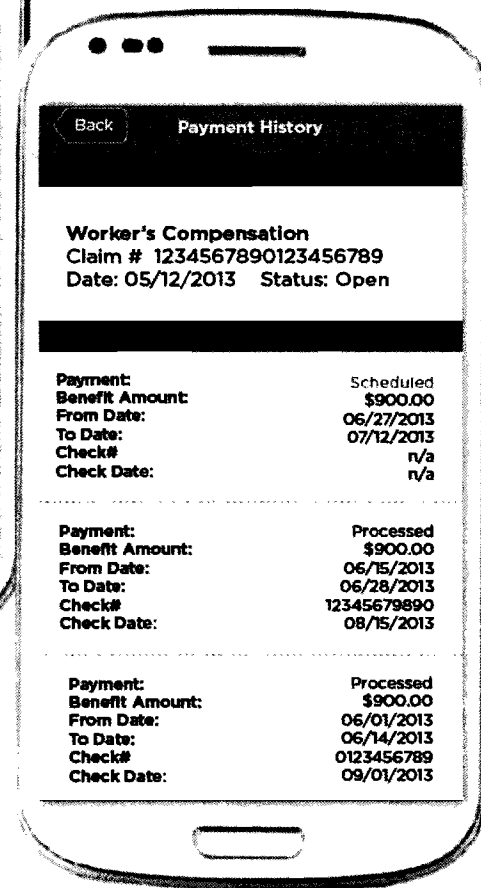
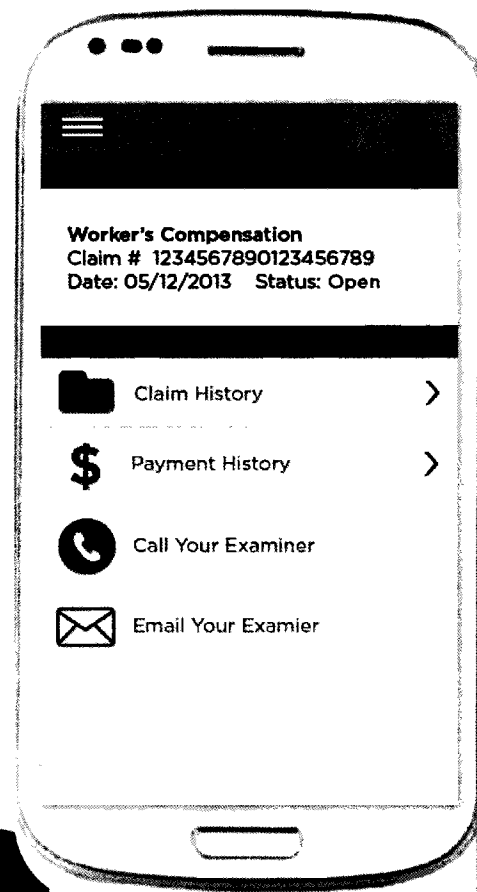
12:30 PM

1:00 PM

1:30 PM

Save this Schedule

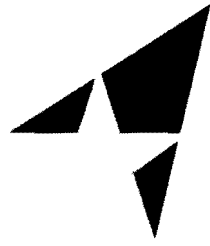
AUTO SCHEDULE – AUTO DELIVERY



TRISTAR Mobile Advantage

- Access analytic charts and data
- Quick access to claim status
- Receive push alerts

All the tools you need on-the-go



TRISTAR®

Exhibit F:

Sample

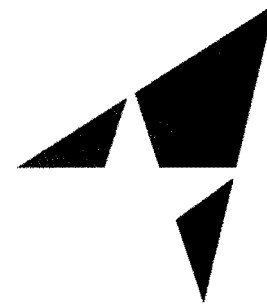
Stewardship Report

SAMPLE STEWARDSHIP REPORT & ANALYSIS

Customized to Client Specifications

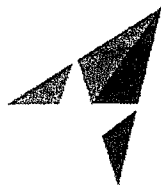
ABC Company

Workers' Compensation Program



TRISTAR®

transforming risk into opportunity®



ABC Company Workers' Compensation Program

TRISTAR is pleased to serve as the ABC Company's Third Party Administrator and we offer the following analysis of your workers' compensation program. We hope you find it to be an effective tool in analyzing and managing your program in partnership with TRISTAR.

The enclosed reports and exhibits represent the claims experience of the ABC Company From July 1, 2013 to June 30, 2014. The purpose of the analysis is to evaluate and compare the frequency, costs, and trends that exist within the Company's program year to year.

This information is intended to provide a basis for designing and implementing specific programs:

- To prevent injuries from occurring.
- To control and manage the costs once an injury has occurred.
- To monitor the effectiveness of services and procedures that have been implemented.



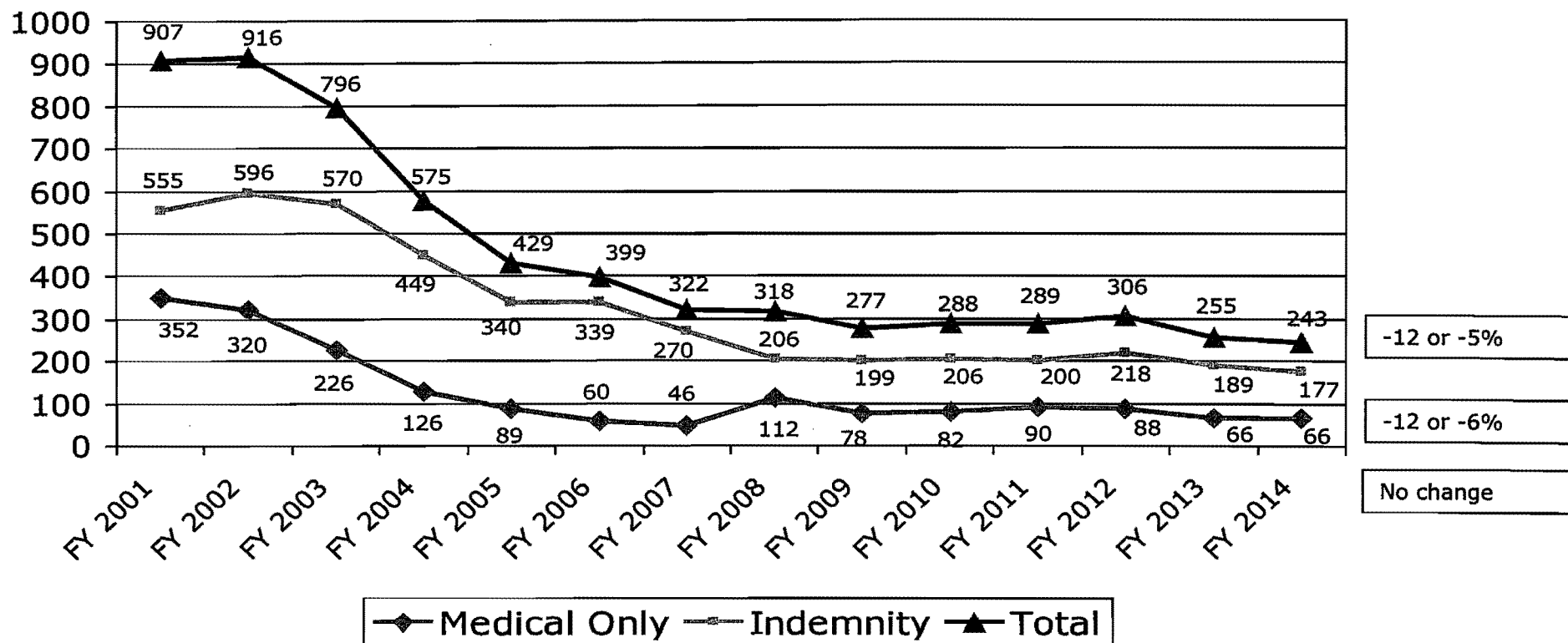
Executive Summary

- ▼ **New Claims reported have decreased by 12 claims (-5%).**
- ▼ **Average Paid for FY 2014 claims at 12 months decreased by 6%.**
- ▼ **Average Incurred for FY 2014 claims at 12 months decreased by 23%.**
- ▼ **Open Indemnity Claim Inventory decreased by 10 or 2% in FY 2014.**
- ▼ **Paid in FY 2014 dropped by \$851,705 or 21.8%.**
- ▼ **Lost Days paid in FY 2014 dropped by 4,090 days or 37%.**
- ▼ **Outstanding Liabilities for the entire program dropped \$728,830 or 4% in FY 2014.**

Losses by Fiscal Year

Based on Dates of Loss

As of 6/30/2014



Net Change in Total Claims Reported

01	02	03	04	05	06	07	08	09	10	11	12	13	14
+211	+9	-120	-221	-146	-30	-77	-4	-41	+11	+1	+17	-51	-12
+30%	+1%	-13%	-28%	-25%	-7%	-19%	-1%	-13%	+4%	-.03%	+6%	-17%	-5%

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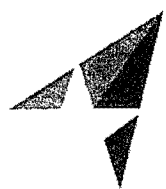


FY 2013 to FY 2014 comparison

Each Year valued at 12 months

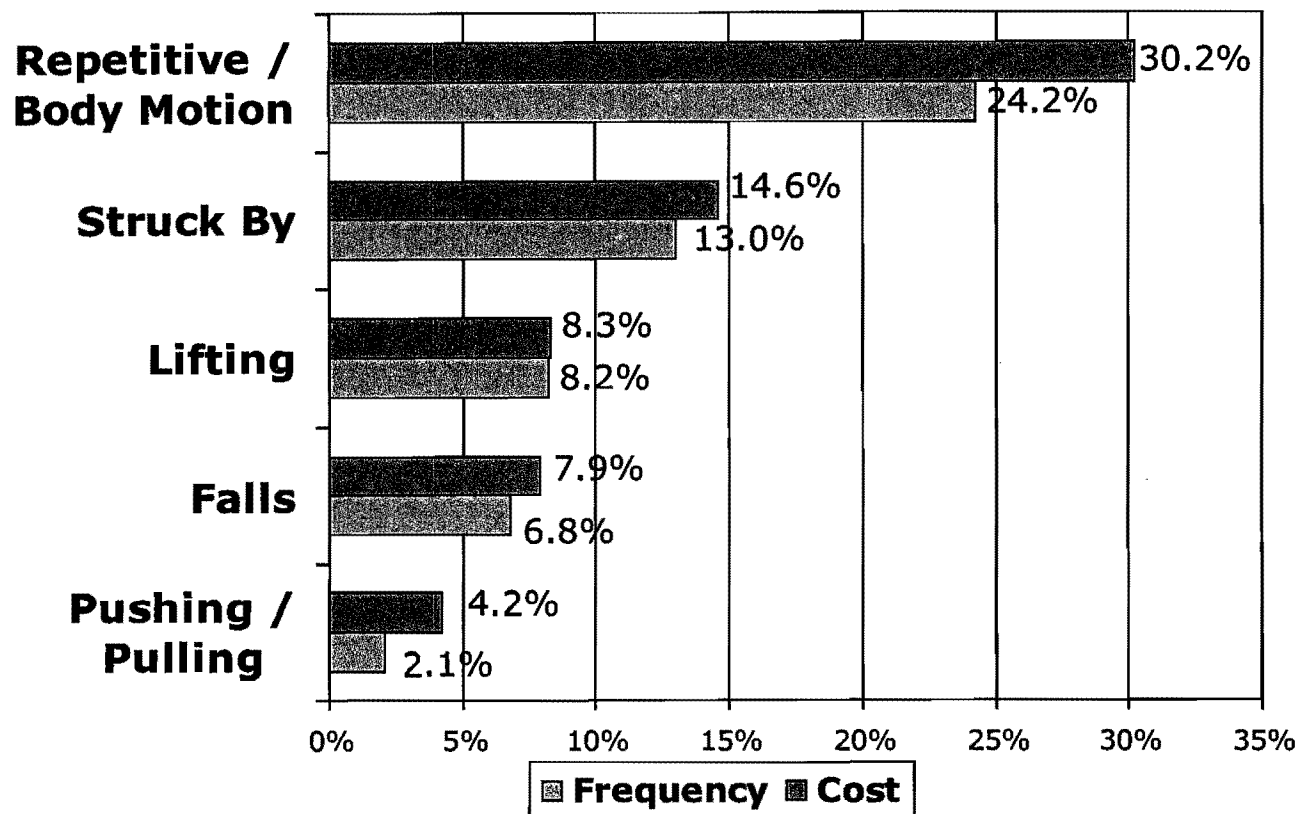
	FY 2013	FY 2014	Variance	Variance %
Number of Claims	249	243	-6	-2%
Indemnity %	71%	73%	2%	3%
Total Paid	\$885,460	\$814,608	-\$70,852	-8%
Total Incurred	\$3,651,282	\$2,742,244	-\$909,038	-25%
Average Paid	\$3,556	\$3,352	-\$204	-6%
Average Incurred	\$14,664	\$11,285	-\$3,379	-23%

Initial indicators point to a slight drop in claim frequency and a marked drop in claim severity for Fiscal Year 2014.



Claims by Cause

Fiscal Years 2012 to 2014



Count	Incurred
195	\$3,376,966
105	\$1,633,918
66	\$926,137
55	\$883,406
17	\$466,414

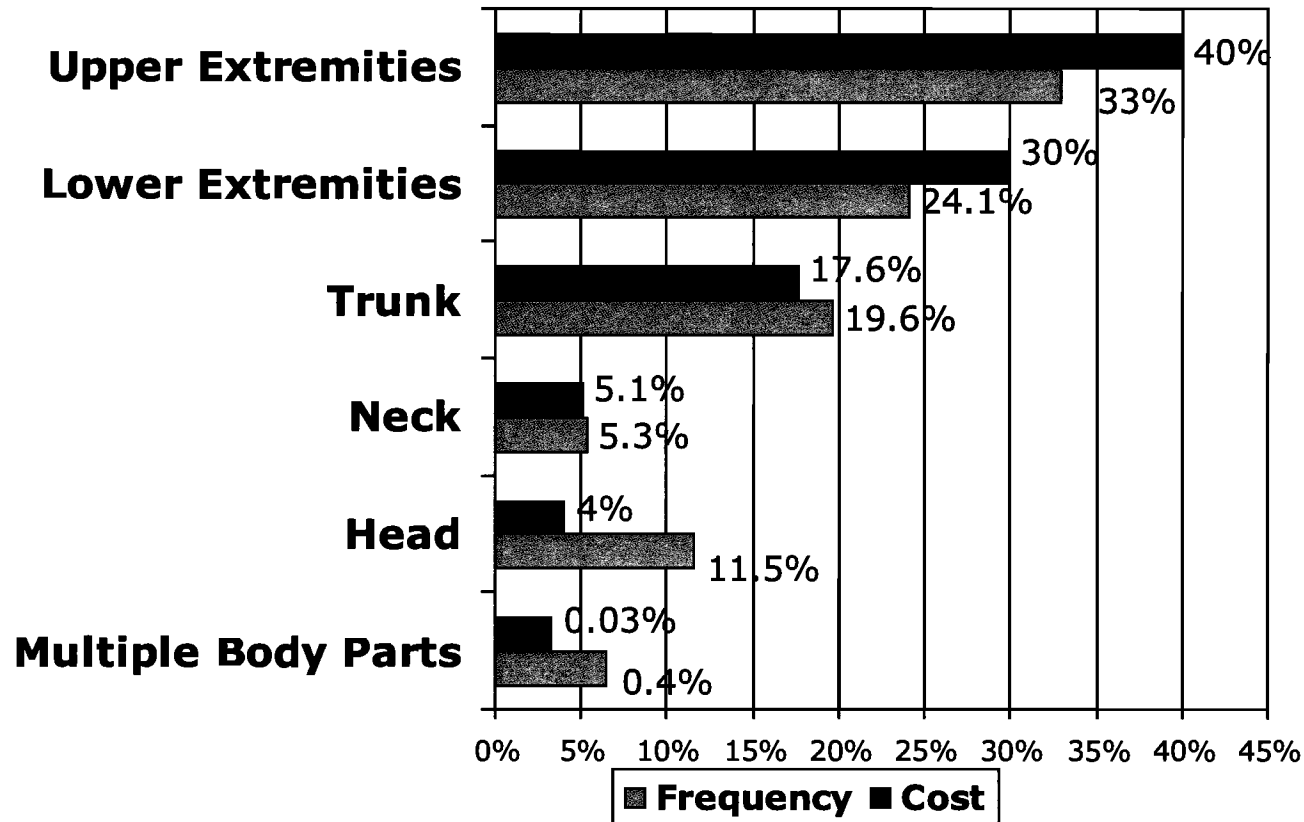
The average "struck by" injury costs ABC \$34,191.

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Claims by Part of Body

Fiscal Years 2012 to 2014



Count	Incurred
266	\$4,468,393
194	\$3,345,843
158	\$1,965,422
43	\$572,255
93	\$450,500
52	\$365,329

Comparison of Losses by Department

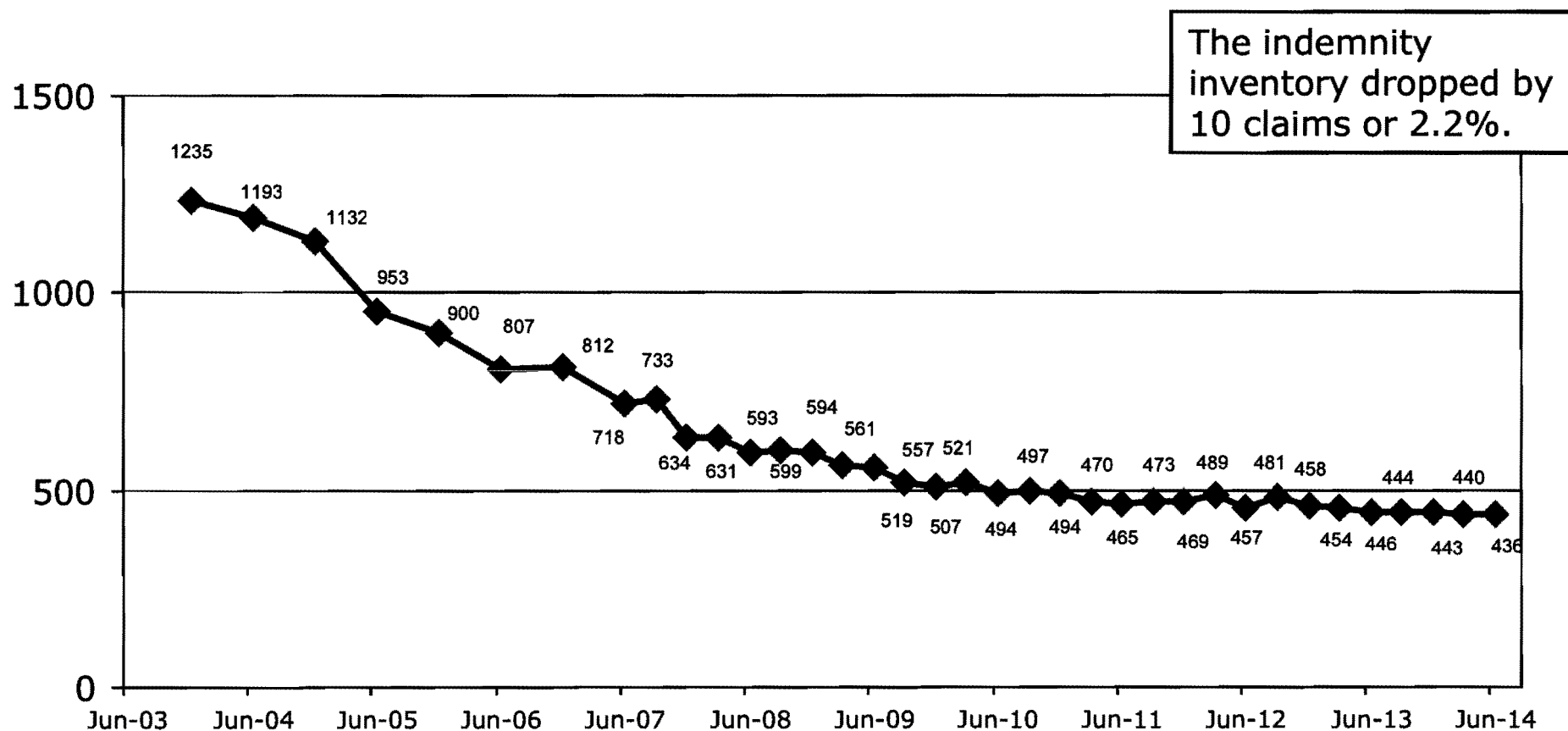
Valued at June 30th of each Fiscal Year

	FY 2013		FY 2014		Variances	
Department	Number of Losses	Incurred Cost	Number of Losses	Incurred Cost	Number of Losses	Incurred Cost
Administration	7	\$85,899	3	\$22,528	-4	-\$63,371
Department	3	\$40,495	2	\$6,141	-1	-\$34,354
Department	14	\$110,584	8	\$109,245	-6	-\$1,339
Department	15	\$812,083	20	\$280,902	5	-\$531,181
Department	12	\$406,539	7	\$174,523	-5	-\$232,016
Department	5	\$10,631	10	\$149,431	5	\$138,800
Department	11	\$166,082	17	\$279,082	6	\$113,000
Department	15	\$129,138	11	\$23,369	-4	-\$105,769
Operations	75	\$1,675,552	75	\$1,022,693	0	-\$652,859
Department	42	\$867,287	36	\$419,900	-6	-\$447,387
Department	65	\$529,220	68	\$591,897	3	\$62,677
Department	44	\$377,260	36	\$268,604	-8	-\$108,656
Department	7	\$31,791	15	\$186,431	8	\$154,640
Department	2	\$4,398	1	\$126,437	-1	\$122,039
Support	160	\$1,809,956	156	\$1,593,269	-4	-\$216,687
Department	0	\$0	1	\$1,635	1	\$1,635
Grand Totals	242	\$3,571,407	235	\$2,640,125	-7	-\$931,282

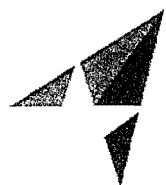
TRISTAR®



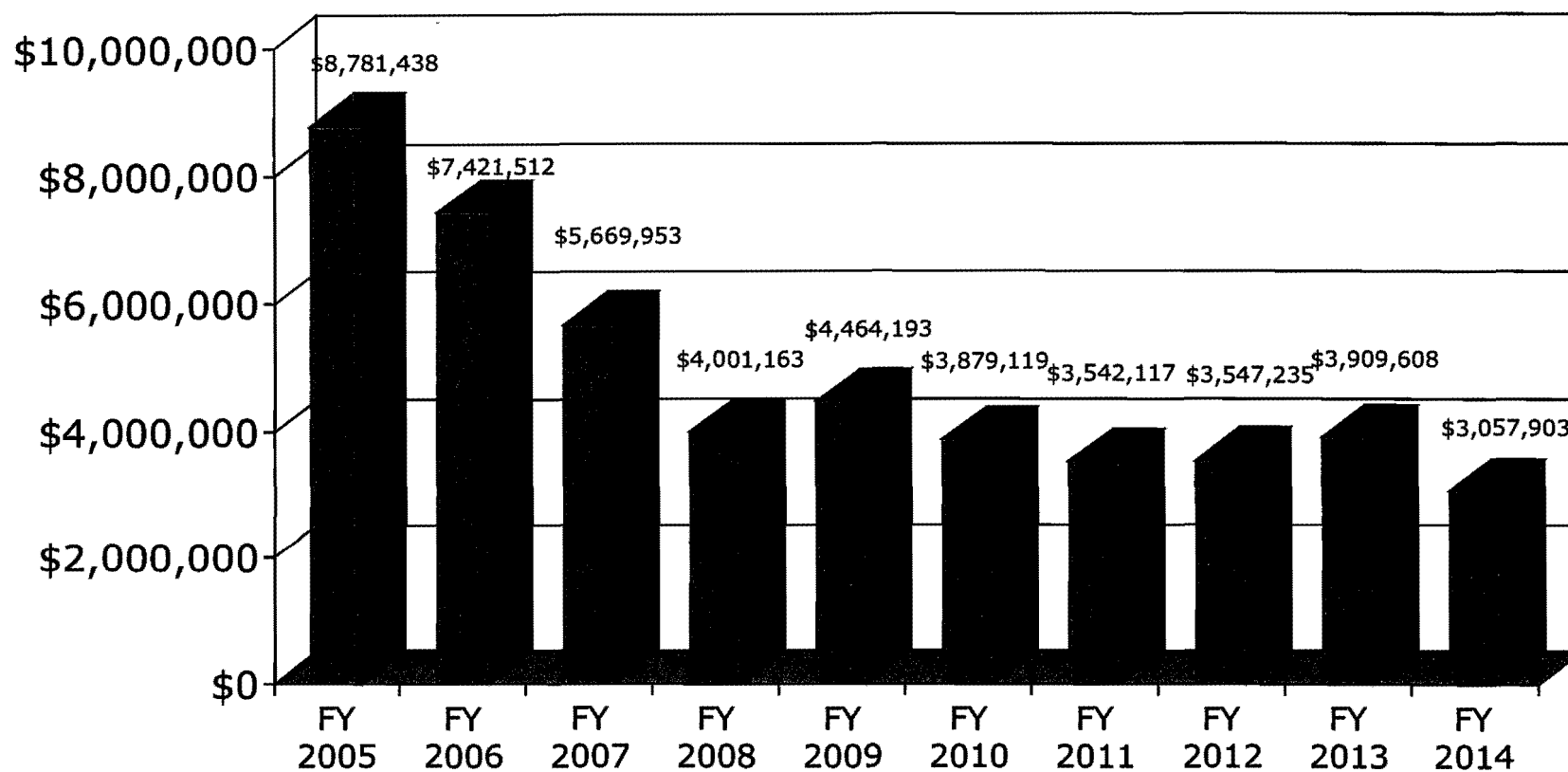
Open Indemnity Claim Inventory by Quarter



TRISTAR®



Net Payments by Fiscal Year



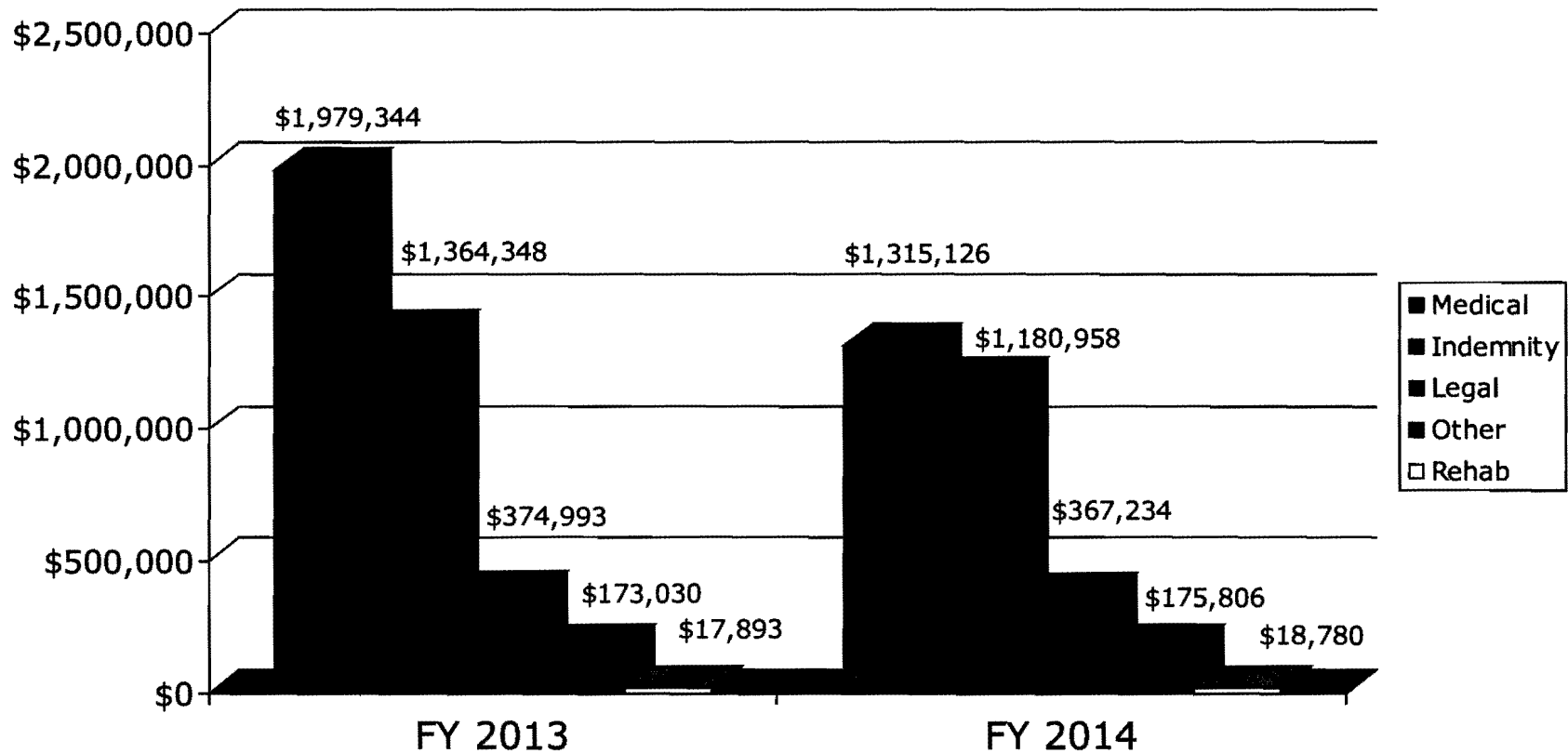
The net paid in FY 2014 is \$851,705 (21.8%) less than the total paid in FY 2013.

TRISTAR®



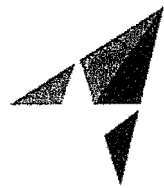
Net Payments by Category

Claims from All Years



Year	Total Paid	Recoveries	Net Paid
FY 2013	\$3,933,153	-\$23,545	\$3,909,608
FY 2014	\$3,183,403	-\$125,500	\$3,057,903
Variances	-\$749,750	-\$101,955	-\$851,705 or -21.8%

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Detailed Payment Variances

Payment Type	Paid in FY 2013	Paid in FY 2014	Variance \$	Variance %
TTD	\$885,106	\$874,789	-\$10,317	-1%
PPD	\$316,065	\$248,187	-\$67,878	-21%
PTD	\$160	\$0	-\$160	-100%
C&R	\$32,250	\$24,250	-\$8,000	-25%
Ind Recovery	-\$3,311	-\$50,950	-\$47,639	1439%
App Atty Fees	\$60,465	\$42,860	-\$17,605	-29%
All Other Ind	\$73,613	\$41,822	-\$31,791	-43%
Indemnity Total	\$1,364,348	\$1,180,958	-\$183,390	-13%
Attending Phys.	\$398,782	\$391,466	-\$7,316	-2%
Chiro	\$42,697	\$33,062	-\$9,635	-23%
Diagnostic	\$66,495	\$50,555	-\$15,940	-24%
PT	\$112,970	\$105,589	-\$7,381	-7%
Hospital	\$641,723	\$278,322	-\$363,401	-57%
Prescriptions	\$186,742	\$127,366	-\$59,376	-32%
Med Legal	\$173,868	\$146,807	-\$27,061	-16%
Managed Care	\$91,268	\$67,941	-\$23,327	-26%
Med Recovery	-\$20,028	-\$73,155	-\$53,127	265%
All Other Med	\$284,790	\$187,136	-\$97,654	-34%
Medical Total	\$1,979,344	\$1,315,126	-\$664,218	-34%
Defense Atty	\$336,092	\$323,820	-\$12,272	-4%
All Other Legal	\$38,901	\$43,414	\$4,513	12%
Legal Total	\$374,993	\$367,234	-\$7,759	-2%
Investigation	\$29,646	\$35,541	\$5,895	20%
Surveillance	\$41,281	\$35,097	-\$6,184	-15%
Bill Review	\$59,550	\$56,756	-\$2,794	-5%
Photocopy	\$38,000	\$34,422	-\$3,578	-9%
All Other Other	\$4,553	\$13,990	\$9,437	207%
Other Total	\$173,030	\$175,806	\$2,776	2%
Rehab Total	\$17,893	\$18,780	\$887	5%
Grand Total	\$3,909,608	\$3,057,904	-\$851,704	-22%

Overall indemnity decrease driven by a drop in Permanent Disability payments and an increase in recoveries.

Tremendous decrease in in-patient and out-patient Hospital costs. Marked decreases in all medical categories.

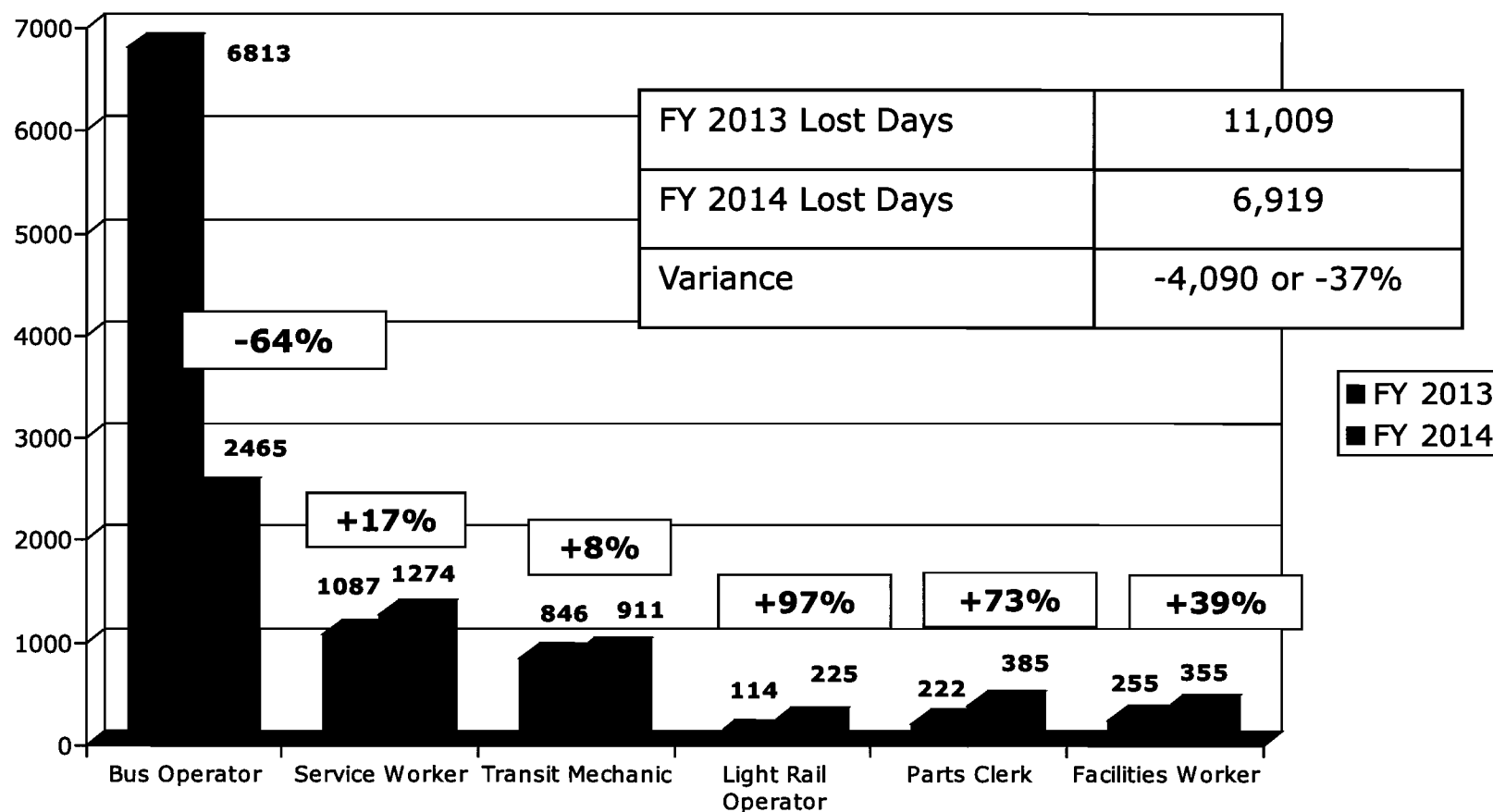
Slight decrease seen in Defense Attorney.

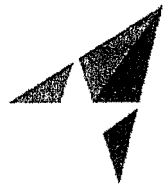
Increases in Investigation balanced by drop in Surveillance. "All Other" rose due to addition of IMR expenses.

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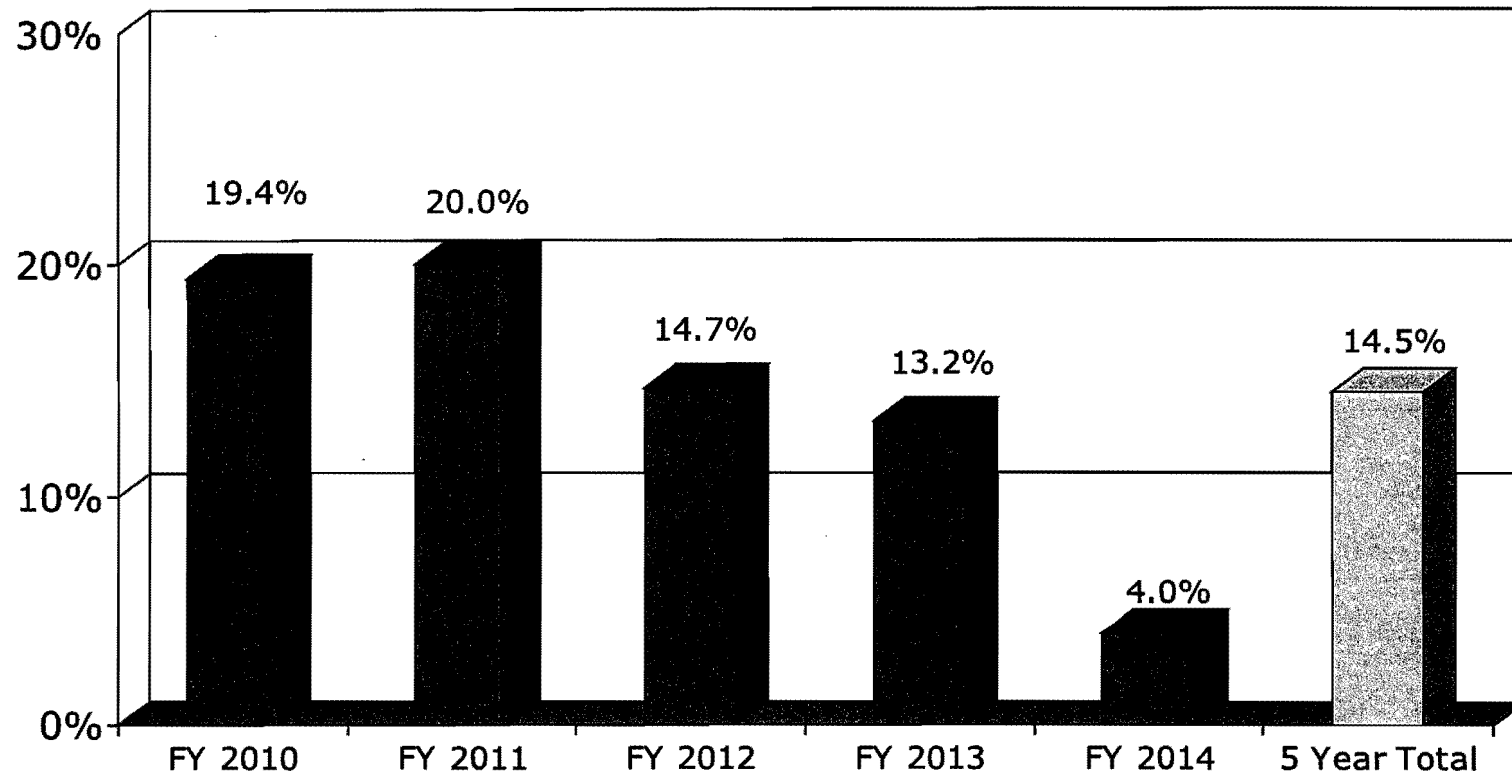


Lost Days Paid by Occupation Payments made in FY 2013 and FY 2014





Litigation Rate of Indemnity Claims by Fiscal Year

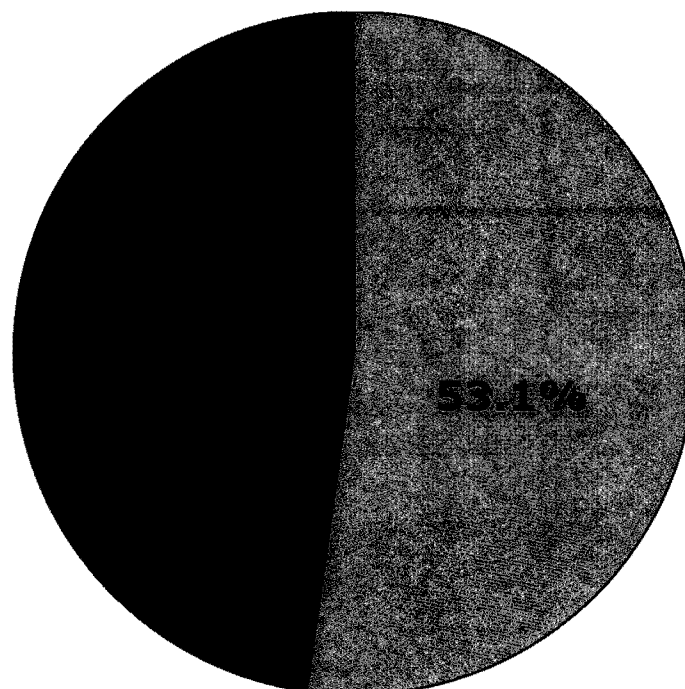


According to a California Workers' Compensation Institute study, the litigation rate for indemnity claims in the State is 43.8%. The litigation rate for ABC has averaged 14.5% over the last five years, well below the State average.



Litigation Rate for Open Claims Inventory

As of June 30th 2014

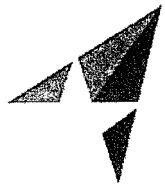


Open Litigated Claims	
Number	208
Total Incurred	\$29,586,290
Average	\$142,242

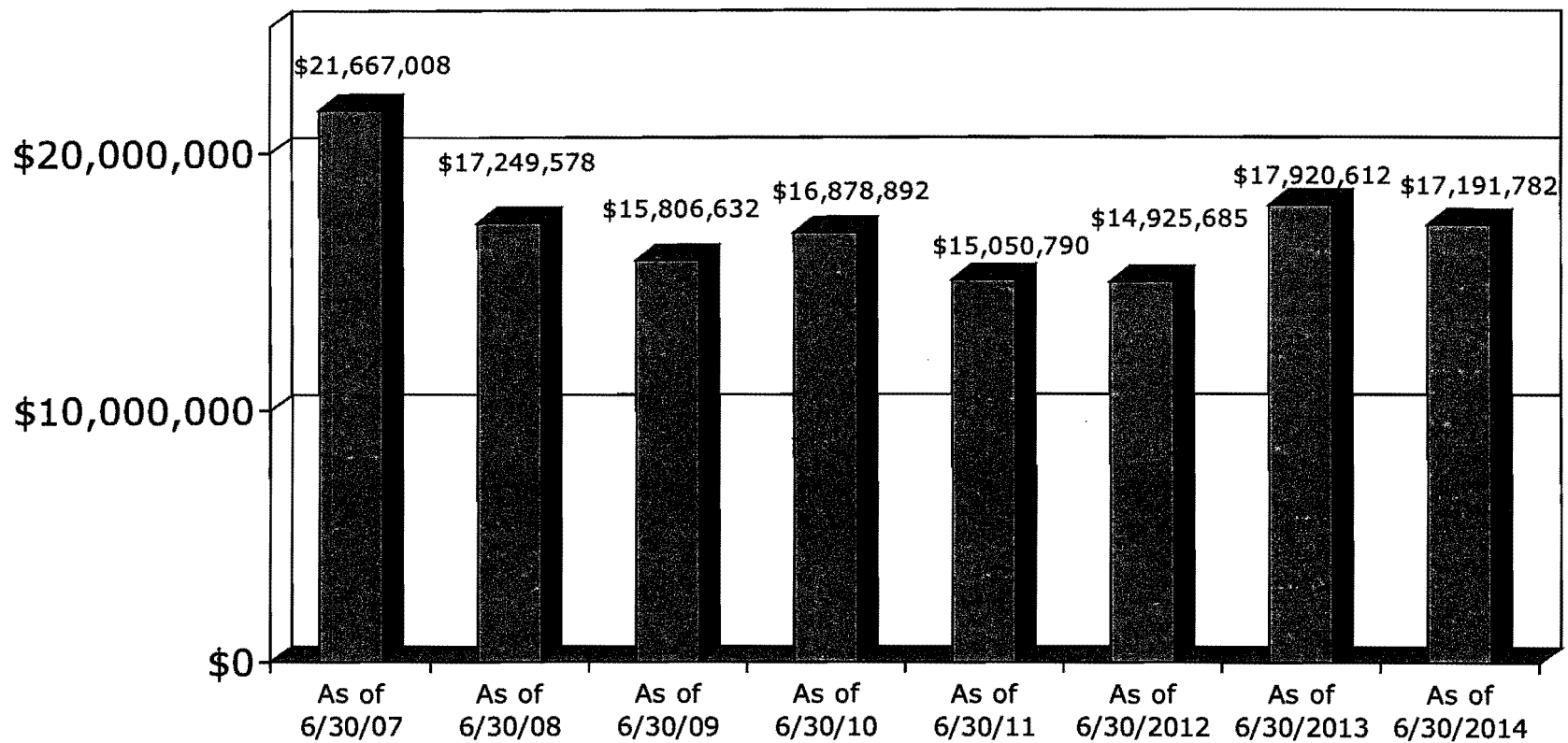
■ Non-litigated
■ Litigated

Open Non-Litigated Claims	
Number	228
Total Incurred	\$12,668,611
Average	\$55,564

TRISTAR®

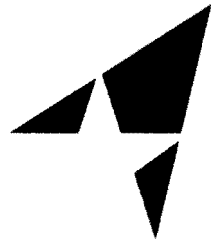


Outstanding Liabilities



Outstanding Liabilities have decreased by \$728,830 (4%) in FY 2014.

TRISTAR®



TRISTAR®

Exhibit G:

Sample Correspondence and Forms



CLAIM ACKNOWLEDGEMENT LETTER

September 18, 2015

RE: Claim Number: 14559050
 Date of Injury: 09/08/2014
 Employer:

Dear :

We are sorry to hear about your on-the-job injury. My name is Sally Smith. I am available to help you in your recovery in any way I can. It is important to me to communicate with you to facilitate your recovery, administer your claim and benefits expeditiously, and assist in your return to work.

I am available to talk with you regarding your workers' compensation benefits and your medical status. Enclosed is a Mileage Reimbursement form to reimburse your travel expenses to and from authorized and prescribed medical treatment.

I will be processing your claim. I am available to answer your questions at (720) 962-0222, ext. 3216 or toll free at 1-888-538-9847. You may reach me at these numbers Monday through Friday, 7:30a.m. to 4:00p.m. or you can leave a detailed message on my voice mail after normal business hours. When making inquiry or submitting correspondence, please reference the above captioned claim number and date of injury.

If you have any question of your employer please contact , WC Specialist, at .

Sincerely,

Sally Smith
Claims Examiner

Cc:

DENVER-NEW CL CONTACT (Rev. 1-14)

P.O. Box 2805 ★ Clinton, IA 52733-2805
Telephone: 720-962-0222 ★ Toll Free: 888-538-9847 ★ Facsimile: 720-962-0301



MILEAGE REIMBURSEMENT REQUEST FORM
WORKERS' COMPENSATION

P.O. Box 2805
Clinton, IA 52733-2805

Claimant:		Address:		
SS#:		Grand Junction, CO 81504		
Claim #: 14559050		Phone:		
Date of Injury: 09/08/2014		EMPLOYER:		
Date	From Location	To Location	Purpose	Round Trip Mileage

TOTAL MILES

X \$.53/ MILE

SIGNATURE _____

AMOUNT DUE _____

Rule 18-6(E) Mileage Expenses

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The payer shall reimburse an injured worker for reasonable and necessary mileage expenses for travel to and from medical appointments and reasonable mileage to obtain prescribed medications. The reimbursement rate shall be 53 cents per mile. The injured worker shall submit a statement to the payer showing the date(s) of travel and number of miles *traveled, with receipts for any other reasonable and necessary travel expenses incurred.*

Reimbursement for mileage is determined at the rate that was in effect on the date the mileage was incurred.

Effective Date	Mileage Rate (per mile)
Effective 01/01/12	47 cents
Effective 01/01/13	52 cents
Effective 01/01/14	53 cents

SAMPLE LETTERS ONLY - CUSTOMIZED TO CUSTOMER REQUEST

DENVER-NEW CL CONTACT (Rev. 1-14)

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TRISTAR®

INITIAL LETTER MEDICAL AUTHORIZATION

Date

Address

Address

Address

Re: Employee:
Employer:
Claim #:
Date of Injury:

Dear

TRISTAR Risk Management is handling your workers' compensation claim on behalf of ABC Company.

In order for us to proceed with your claim, it is necessary for you to sign the enclosed medical release form so that we can obtain your prior medical records. Please state the name and address of the health care provider(s) (i.e., physicians, physical therapy facilities, hospitals, etc.) that you have treated with in the past five (5) years. If you prefer, a separate medical authorization form may be completed for each provider or facility you may have treated with. To complete a separate authorization form for each provider or facility, you may photocopy the enclosed authorization. If you would like us to send additional forms to you, please contact me at the telephone number listed below.

Please be sure to complete both pages of this authorization. Please note that your initials are required on page 1 and that your signature is required on page 2.

Thank you for your immediate attention to this matter. If you have any questions or concerns regarding your injury, or any other aspect of Workers' Compensation, please do not hesitate to contact our office at (720)962-0222.

Sincerely,

Claims Examiner

Enc: Medical Release Form

cc:

Med Auth to EE Letter (Rev. 6-12)

P.O. Box 2805 • Clinton, IA 52733-2805 • (888) 538-9847



TRISTAR®

September 18, 2015

20-DAY TREATMENT LETTER

RE: Claim Number:
Date of Injury:
Employer:

Dear _____,

I have reviewed your file and I am trying to conclude your case in reference to this injury. I need to know if you are claiming to have any residual permanent impairment. If so, you need to make an appointment to see your treating physician within twenty (20) days of the date of this letter. Please indicate below your position on this matter and return this letter to me.

If I do not hear from either you or the below named medical provider within the next twenty (20) days, we will assume you have incurred no permanent partial disability and; therefore, we will put your file in an inactive status.

_____ I do not claim to have any permanent disability.

_____ I do claim to have some permanent disability and have scheduled an appointment to see:

Doctor: _____

Appointment Date: _____

Signed: _____

Date: _____ Phone: _____

Sincerely,

cc:



TRISTAR®

September 18, 2015

EMPLOYEE RETURN TO WORK LETTER

RE: Employee:
Employer:
Claim#
Date of Injury

Dear _____,

To determine the ongoing handling of this claim, we would appreciate your assistance in completing the following and returning it to us in the enclosed self-addressed envelope.

Have you returned to work for any employer? ☐ Yes ☐ No

If you have returned to work:

Name of Employer: _____ Phone: _____

Address: _____

Date Returned to work: _____ Regular Work ☐ Light Work ☐

Occupation: _____

Hourly Wage or Salary: _____ Average weekly earnings _____

Remarks: _____

SIGNATURE: _____ DATE: _____

Sincerely,

Claims Examiner

Enc.

P.O. Box 5007 ★ Denver, Colorado 80217-5007
Telephone: 720-962-0222 ★ Toll Free: 888-538-9847 ★ Facsimile: 720-962-0301



TRISTAR®

EMPLOYER RETURN TO WORK LETTER

September 18, 2015

RE: Employee: _____
 Employer: _____
 Claim# _____
 Date of Injury _____

Dear _____,

To determine the ongoing handling of this claim, we would appreciate your assistance in completing the following and faxing it to TRISTAR Risk Management at 720-962-0301.

Has the above employee returned to work? () Yes () No

If the employee has returned to work:

Date Returned to work: _____ Regular Work () Light Work ()

Occupation: _____

Hourly Wage or Salary: _____ Average weekly earnings _____

Remarks: _____

SIGNATURE: _____ DATE: _____

Sincerely,

Claims Examiner

Enc.

PO Box 5007, Denver, CO 80217-5007
Telephone: 720.962.0222
Toll Free: 888.538.9847
Facsimile: 720.962.0301



Facsimile transmittal

To:	Medical Record Department	Fax:	XXX-XXX-XXXX
From:	Sally Smith	Date:	9/18/2015
Re:	Signed Consent for release of Medical information	Pages:	2 including cover
CC:			
<input checked="" type="checkbox"/> Urgent <input checked="" type="checkbox"/> For Review <input type="checkbox"/> Please Comment <input checked="" type="checkbox"/> Please Reply <input type="checkbox"/> Please Recycle			

Dear Provider

I have attached a signed medical release for Robert Brown DOB 09/10/47, SSN 123-456-789.

I am requesting all medical records/notes for date of injury 11/07/1989 (Body Part = Back) Work Comp. # 3-964-771. Dr. Tim Wirth was the treating physician.

Please fax the medical notes to my attention at fax # 720-962-0301. You may also submit your medical record copy bill with the medical records. If you have any additional questions, you may reach me at 720-962-0286.

Thank you,

Sally Smith, Examiner

P.O. Box 5007, Denver, CO 80217-5007

720.962.0222 FAX: 720.962.0301 Toll free: 888.538.9847

.....



IME APPOINTMENT LETTER

September 18, 2015

RE: Claim Number:
Date of Injury:

Dear _____ :

Please consider this a Notice of Scheduling for a Mandatory Independent Medical Exam (IME). This appointment may not be rescheduled. Failure to appear for the appointment could jeopardize claims benefits and/or result in a Denial of Compensability. The appointment has been scheduled as follows:

Date:

Time:

Place:

Provider:

I will be processing your claim and I am available to answer your questions at *****. Attached is my business card for your reference. You may reach me at this number Monday through Friday, a.m. to _____ p.m. or you can leave a detailed message on voice mail after normal business hours. When making inquiry or filing correspondence, please reference the above captioned claim number.

If you have any question of your employer please contact _____ at _____.

Sincerely,

Cc:

PO Box 5007, Denver, CO 80217-5007
Telephone: 720.962.0222
Toll Free: 888.538.9847
Facsimile: 720.962.0301



IME TREATING PHYSICIAN LETTER

RE:

DOB:
SSN:
DOI:
Claim No.:
W.C. No.:
Employer:

Dear Doctor ;

Thank you for agreeing to examine Sally Smith on . The purpose of this appointment is to determine the status of his medical condition. He has been treating for a period of time and does not appear to be near MMI. Please provide an anticipated MMI date and whether or not he has sustained any impairment as a result of this injury.

I have enclosed all medical reports to date for your reference. Please feel free to call me at should you need additional information. Thank you for your assistance in this case.

Sincerely,

encl:

PO Box 5007, Denver, CO 80217-5007
Telephone: 720.962.0222
Toll Free: 888.538.9847
Facsimile: 720.962.0301



MEDICAL APPOINTMENT LETTER

October 29, 2014

DOI:
Claim #:
Employer:

Dear

At this time, it appears that you were last seen for your injury by Dr. Zeek on 01/03/10. To date there appears to have been no further medical treatment in relation to your inquiry. Please be advised that we have scheduled an appointment for you with Dr. Zeek to evaluate your medical condition on.

Date:
Time:
Place:
Provider:

I will be processing your claim and I am available to answer your questions at xxx-xxx-xxxx. Attached is my business card for your reference. You may reach me at this number Monday through Friday, 8:00 a.m. - 5:00 p.m. or you can leave a message on voice mail after normal business hours. When making inquiry or filing correspondence, please reference the above captioned claim number.

If you have any questions of your employer please contact Ms. Employer at xxx-xxx-xxxx.

Sincerely,

Sally Smith, Claims Examiner

Cc:

PO Box 5007, Denver, CO 80217-5007
Telephone: 720.962.0222
Toll Free: 888.538.9847
Facsimile: 720.962.0301



RULE IX CHECKLIST

September 18, 2015

RULE IX LETTER

CHECK LIST FOR MODIFIED DUTY

- _____ Treating Physician has reviewed the job description and signed off on it.
- _____ Copy of the letter and the approved job description is going to employee (and employee's attorney, if applicable) via certified mail, return receipt requested.
- _____ Copy of the modified duty offer is being mailed to TRISTAR Risk Management



RULE IX LETTER

September 18, 2015

VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Claimants Name
Address
City, State Zip

RE: Claim Number:
Date of Injury:
Employer:

Dear _____:

We were notified by Dr. _____ that you were released to return to work performing modified work duties with restrictions, see the attached medical report. Your Doctor feels you will be able to perform this job with no complications to your healing process this position is _____. Your wage will be \$_____ per hour.

The Doctor has reviewed the attached position and has approved your return to work performing this position.

As you know, we made arrangements for you to report to work on _____, at (time). You have been receiving \$_____ per hour for performing this position.

Although we have been accommodating these restrictions since _____ and could continue to accommodate these restrictions, you phoned on _____ and voluntarily terminated your position with _____. As you have voluntarily resigned, this is interpreted as a refusal of this modified duty assignment.

Should you have any questions regarding this correspondence, please contact our office at _____.

Sincerely,

Sally Smith, Examiner



TRISTAR®

September 18, 2015

VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Claimants Name

Address

City, State Zip

RE: Claim Number:

Date of Injury:

Employer:

Dear _____;

We were notified by Dr. _____ that you were released to modified duty with restrictions, see the attached medical report. Dr. _____ has reviewed the attached position and has approved your return to work performing this position.

We were able to accommodate these restrictions and we made arrangements for you to report to work on (date), _____, at (time) _____. You were to receive \$_____ per hour performing this position. Although these arrangements were made, you did not report for work as scheduled. As you did not report, this has been interpreted as a refusal of this modified duty assignment.

Should you have any questions regarding this position, please contact our office at _____.

Sincerely,

Name

Title

P.O. Box 5007 ★ Denver, Colorado 80217-5007
Telephone: 720-962-0222 ★ Toll Free: 888-538-9847 ★ Facsimile: 720-962-0301



TRISTAR®

September 18, 2015

VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Claimants Name

Address

City, State Zip

RE: Claim Number:

Date of Injury:

Employer:

Dear _____;

We were notified by Dr. _____ that you have been released to modified duty with restrictions, see the attached medical report. Dr. _____ has reviewed the attached position and has approved your return to work performing this position.

Please report to work on _____ on, at (time) _____. You will receive \$ _____ per hour performing this position. You have 24 hours to contact _____ at _____. Failure to report to work could effect your entitlement to disability benefits.

We look forward to seeing you and wish you a speedy recovery.

Sincerely,

Sally Smith, Examiner

Please sign below if you accept this job offer.

Signature

Date



SUBROGATION LETTER

September 18, 2015

Insurance Company/3rd Party
Attn.: Adjuster
Street Address
City, State, Zip-Code

Our File No.:
Date of Loss:
Injured Party:
Your Policy No.:
Your Insured:

Dear: Mr/Ms. Adjuster

TRISTAR Risk Management is the Third Party Administrator of Workers' Compensation claims for INSURED, ABC Employer. Our investigation has determined that YOUR INSURED, John Doe, was liable for the accident that resulted in our above referenced Workers' Compensation Claim for OUR INSURED'S Employee John Smith.

The purpose of this letter is to advise you that TRISTAR will pursue 3RD PARTY for payment of damages as a direct result of the above referenced accident. Once we realize the extent of our damages we will contact you with this information. If you have any questions, please feel free to contact me at 720-962-XXXX.

Sincerely,

ADJUSTER
TRISTAR Risk Management

cc: OUR INSURED
Attn.: CONTACT

PO Box 5007, Denver, CO 80217-5007
Telephone: 720.962.0222
Toll Free: 888.538.9847
Facsimile: 720.962.0301



TREATMENT PLAN LETTER

September 18, 2015

Denver, CO 80211

RE: Claimant:
Claim Number: 00202014
Date of Injury: 08/16/02

Dear :

My name is Sally Smith. I am the Adjuster assigned to the above referenced claim. Due to the change of Third Party Administrators, it is necessary for me to ask a few questions in reference to the treatment plan for the above referenced Injured Workers' Injuries.

1. What is your current diagnosis and prognosis of the Injured Workers' injuries? Please list any pre-existing, non-work related factors, or other medical issues.
2. Are the Injured Worker's subjective complaints supported by objective findings? How do the findings relate to the injury incident?
3. What is your current treatment plan and future treatment plan for the Injured Worker's current work related injury of 08/16/02?
4. Is surgery anticipated after the claimant's pregnancy?

Please respond with documented copy on your opinion as to the Treatment plan for the Injured Worker's Alleged Injuries. Also, please provide medical records for treatment rendered during this course of the injury. Response may be directed by mail to the attention of Sally Smith, TRISTAR Risk Management, at the below address or, preferably, faxed to my attention at 720-962-0301. I am available to answer questions at 720-962-0279. You may reach me at these numbers Monday through Friday, 7:00 a.m. to 5:00 p.m. or you can leave a message on voice mail after normal business hours. When making inquiry or filing correspondence, please reference the above captioned claim number. Thank you.

Sincerely,

Sally Smith, Claims Examiner

Cc: